

5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850 MAILING ADDRESS: P. O. BOX 24067 • SEATTLE, WA 98124-0067 WA CONTRACTOR'S LICENSE #MANSOCC032M1 • FAX (206) 764-8595

Re: Response to Supplemental Request for Information Pursuant to Section 104(e) of CERCLA, for the Lower Duwamish Waterway Superfund Site, Seattle, Washington

Respondent: Representative of Manson Construction Co.

Site: Lower Duwamish Waterway, Seattle WA

Manson Construction Co.

601 S Myrtle Street 1620 S 92nd Place Seattle, WA 98108

King County Parcels: 2136200706 and 2924049089

Date: First involvement at the Site to present

Exhibit D

Insurance



MANSON CONSTRUCTION CO. ALL KNOWN CGL/P&I, EXCESS & CONTRACTOR'S POLLUTION POLICIES From 1958 to 2008

EFFECTIVE DATE	TYPE	COMPANY	BOLLOV NUMBER		
DAIL	IIFC	COMPANY	POLICY NUMBER	_	LIMIT
1958	<u> </u>	LLOYDS OF LONDON	CERT#W20389L/C		
1959		ABC/LLOYDS OF LONDON	CERT#W20733L/C		
		1,00,000 01 00,000	02111#1420703270	+	
1960		LLOYDS	CERT#W21055L/C		
1960-1969	BI / PD	LLOYDS OF LONDON		+	
		BEVINGTON/BROKER		†	
		NOW WIGHAM RICHARDS		1	
		NOW PRICE FORBES			
1968 TO 1975	CGL	ITT HARTFORD	52CA84501E	\$	1,000,000
1972 TO 1980	PD	SWETT & CRAWFORD	112502	\$	1,000,000
1979 TO 1980	CGL	HOME	GA4704165/GA9252764	\$	1,000,000
			GA9375538/GA9561387		
1980 TO 1981	BFPD	CRUMP	UL4354	\$	1,000,000
1980 TO 1981	BFPD	CRUMP	UL4355	\$	1,000,000
1980 TO 1981	BFPD	CRUMP	NAC43202/NAC43203	\$	1,000,000
1980 TO 1981	CGL	HOME	GA9985236		
1980 TO 1981	BI	PACIFIC MARINE	BOGL00185	\$	1,000,000
1980 TO 1981	CGL	НОМЕ	GA9985236	\$	1,000,000
1981 TO 1982	BFPD	LLOYDS/SPENCE PITTS			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
1981 TO 1982	CGL + BI	PACIFIC MARINE	UL49411981	<u> </u>	
1981 TO 1982	EXCESS	ALLIANZ/SWETT & CRAWFORD	81GL00185	\$	1,000,000
	1	TALLIANZISVIETT & CKAVIFORD	AUL5100725	\$	20,000

1982 TO 1983	BFPD	LONDON/CDENCE DITTO	1111 4044	1 0 4 000 000
1982 TO 1983	CGL + BI	LONDON/SPENCE PITTS	UL4941A	\$ 1,000,000
1982 TO 1983		PACIFIC MARINE	82GL00185	\$ 1,000,000
	EXCESS	SWETT & CRAWFORD		
1983 TO 1984	BFPD	CRUMP LONDON NW	LC15712	\$ 500,000
1983 TO 1984	BI	PACIFIC MARINE	83GL00185	\$ 1,000,000
1983 TO 1984	EXCESS	ALLIANZ UNDERWRITERS	AUL5101222	\$ 25,000,000
1984 TO 1985	BFPD	CRUMP LONDON NW	LC13634LL	
1984 TO 1985	BI	PACIFIC MARINE	84GL00185	\$ 1,000,000
1984 TO 1985	EXCESS	ALLIANZ UNDERWRITERS	AUL5101222	\$ 25,000
1984 TO 1985	EXCESS	JMD	OMYMB841038	
1985 TO 1986	CGL	PACIFIC MARINE	85GL00185	
1986 TO 1987	CGL	PACIFIC MARINE	86GL00185	
1986 TO 1987	EXCESS	JMD	0MUMB861056	
1987 TO 1988	EXCESS	PACIFIC MARINE	87L1799/41	\$ 10,000
1987 TO 1988	CGL	PACIFIC MARINE	87GL00185	, io,
1988 TO 1989	CGL	AMERICAN INT'L GROUP	GLA5011041RA	
1988 TO 1989	EXCESS	WCM	88L1799/1	
1989 TO 1990	CGL	REGIS LOW	RAO18690I	
1990 TO 1991	CGL	REGIS LOW	RAO1869OJ	\$ 1,000,000
1990 TO 1991	EXCESS	WCM	90L6219/81	\$ 5,000,000
1991 TO 1992	CGL	REGIS LOW	RAO38601K	
1991 TO 1992	EXCESS			
1992 TO 1993	CGL	REGIS LOW	RAO38601L	
1992 TO 1993	EXCESS	SOMERSET	92L6919/81	
1992 TO 1993	EXCESS	SOMERSET	92L6219/81	
1993 TO 1994	CGL	LONDON SPECIAL RISK	RCG1224	

1993 TO 1994	EXCESS	NAVIGATORS INS. CO.	93L6219/81	
1001 70 100				
1994 TO 1995	CGL	LONDON SPECIAL RISK	11332	
1994 TO 1995	PKG	LONDON SPECIAL RISK	11332	
1994 TO 1995	EXCESS	LONDON SPECIAL RISK	11315	
1994 TO 1995	EXCESS	NAVIGATORS INS. CO.	94L6219/81	
1994 TO 1995	EXCESS	LONDON SPECIAL RISK	11333	
1995 TO 1996	CGL (LSR LONDON)	LONDON SPECIAL RISK	11332	\$ 1,000,000
		COMMERCIAL UNION ASS. CO. 28.57%	012561 96 A 0001	<u> </u>
		OCEAN MARINE INS. LTD. 14.286%	012561 96 A 0001	
		AXA GLOBAL (UK) LTD. 14.286%	012561 96 A 0001	
	·	PHOENIX ASS. PLC. 9.524%	012561 96 A 0001	
		ZURICH RE (UK) LTD. 19.048%	012561 96 A 0001	
		TERRA NOVA INS. CO. LTD. 14.286%	012561 96 A 0001	
1995 TO 1996	PKG	LONDON SPECIAL RISK	11332	\$ 1,000,000
1995 TO 1996	EXCESS	LONDON SPECIAL RISK	11315	
1995 TO 1996	EXCESS	NAVIGATORS INS. CO.	94L6219/81	\$ 14,000,000 \$ 4.000.000
1995 TO 1996	EXCESS	LONDON SPECIAL RISK	11333	\$ 4,000,000
1000 TO 1007	DDODEDTV			
1996 TO 1997	PROPERTY	AETNA L&C		
1996 TO 1997	CGL (LSR LONDON)	COMMERCIAL UNION ASS. CO. 28.57%	012561 96 A 0001	\$ 1,000,000
		OCEAN MARINE INS. LTD. 14.286%	012561 96 A 0001	
		AXA GLOBAL (UK) LTD. 14.286%	012561 96 A 0001	
-		PHOENIX ASS. PLC. 9.524%	012561 96 A 0001	
		ZURICH RE (UK) LTD. 19.048%	012561 96 A 0001	
1000 TO 1007		TERRA NOVA INS. CO. LTD. 14.286%	012561 96 A 0001	
1996 TO 1997	EXCESS	SOMERSET	96L7828/81	\$ 1,000,000
1996 TO 1997	EXCESS	SOMERSET	96L7830/81	\$ 14,000,000
1996 TO 1997	EXCESS	ST PAUL	384FA3231	\$ 4,000,000
1996 TO 1997	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726	\$ 5,000,000
1997 TO 1998	PROPERTY	AETNA L&C		
1997 TO 1998	CGL (LSR LONDON)	COMMERCIAL UNION ASS. CO. 41.66%	01370697A01	\$ 1,000,000
		AXA RE (UK) LTD. 16.67%	1.0.00077.01	1,000,000
		ZURICH RE (UK) LTD. 25.00%		

		TERRA NOVA INS. CO. LTD. 16.667%%		
1997 TO 1998	EXCESS	NAVIGATORS INS. CO.	97L7948/81	\$ 2,000,000
1997 TO 1998	EXCESS	NAVIGATORS INS. CO.	97L7949/81	\$ 17,000,000
1997 TO 1998	EXCESS	COMMERCIAL UNION ASS.	01408997A0001	\$ 30,000,000
1997 TO 1998	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726	\$ 5,000,000
1998 TO 1999	PROPERTY	TYRAVELERS	60261L2336698	
1998 TO 1999	CGL (ILU COMPANIES)	COMMERCIAL UNION ASS. CO. 41.66%	01370697A01	\$ 1,000,000
		AXA RE (UK) LTD. 16.67%	01370697A01	
		ZURICH RE (UK) LTD. 25.00%	01370697A01	
		TERRA NOVA INS. CO. LTD. 16.667%%	01370697A01	
1998 TO 1999	EXCESS	NAVIGATORS INS. CO.	98L7948/81	\$ 2,000,000
1998 TO 1999	EXCESS	NAVIGATORS INS. CO.	98L7949/81	\$ 17,000,000
1998 TO 1999	EXCESS	COMMERCIAL UNION ASS.	QM2035570U	\$ 30,000,000
1998 TO 1999	EXCESS	COMMERCIAL UNION ASS.	QM 203558OU	\$ 50,000,000
1998 TO 1999	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726	\$ 5,000,000
1999 TO 2000	PROPERTY	TYRAVELERS	16602611L2336PHX99	
1999 TO 2000	CGL (ILU COMPANIES)	COMMERCIAL UNION ASS. CO. 41.66%	QM 216330V	\$ 1,000,000
		AXA RE (UK) LTD. 16.67%		1,000,000
		ZURICH RE (UK) LTD. 25.00%		
		TERRA NOVA INS. CO. LTD. 16.667%%		
1999 TO 2000	EXCESS	NAVIGATORS INS. CO.	SE99LIA7948/81	\$ 2,000,000
1999 TO 2000	EXCESS	NAVIGATORS INS. CO.	SE99LIA7949/81	\$ 17,000,000
1999 TO 2000	EXCESS	COMMERCIAL UNION ASS.	QM 2216340V	\$ 30,000,000
1999 TO 2000	EXCESS	COMMERCIAL UNION ASS.	QM 2216350V	\$ 50,000,000
999 TO 2000	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726-01	\$ 5,000,000
1000 TO 2004	DD ODEDTY.			
000 TO 2001	PROPERTY	ST PAUL FIRE & MARINE	CK01800004	
000 TO 2001 000 TO 2001	CGL	ST PAUL FIRE & MARINE	384FA4071	
000 TO 2001	EXCESS	NAVIGATORS INS. CO.	SE00LIA7948/81	\$ 2,000,000
000 TO 2001 000 TO 2001	EXCESS EXCESS	NAVIGATORS INS. CO.	SE00LIA79498/81	\$ 17,000,000
000 TO 2001	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 30,000,000
000 10 2001	ILVCE99	UNDERWRITERS AT LLOYDS	QM 10914	\$ 50,000,000

2000 TO 2001	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726-01	
2004 TO 2000	DDODEDT!			
2001 TO 2002		ST PAUL FIRE & MARINE	CK01800004	
2001 TO 2002	CGL	ST PAUL FIRE & MARINE	384FA4071	\$ 1,000,000
2001 TO 2002		NAVIGATORS INS. CO.	SE01LIA7948/81	\$ 2,000,000
2001 TO 2002		NAVIGATORS INS. CO.	SE01LIA7949/81	\$ 17,000,000
2001 TO 2002		UNDERWRITERS AT LLOYDS	QM 10914	\$ 30,000,000
2001 TO 2002		UNDERWRITERS AT LLOYDS	QM 10914	\$ 50,000,000
2001 TO 2002	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726-02	
2002 TO 2003	PROPERTY	ST PAUL FIRE & MARINE	CK01800004	
2002 TO 2003	CGL	ST PAUL FIRE & MARINE	384FA4071	\$ 1,000,000
2002 TO 2003	EXCESS	NAVIGATORS INS. CO.	SE02LIA7948/81	\$ 2,000,000
2002 TO 2003	EXCESS	NAVIGATORS INS. CO.	SE02LIA7949/81	\$ 17,000,000
2002 TO 2003	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 30,000,000
2002 TO 2003	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 50,000,000
2003 TO 2004	PROPERTY	ST PAUL FIRE & MARINE	CK01800004	
2003 TO 2004	CGL	ST PAUL FIRE & MARINE	384FA4482	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
2003 TO 2004	EXCESS	NAVIGATORS INS. CO.	SE03LIA7948/81	\$ 1,000,000
2003 TO 2004	EXCESS	NAVIGATORS INS. CO.		\$ 2,000,000
2003 TO 2004	EXCESS	UNDERWRITERS AT LLOYDS	SE03LIA7949/81	\$ 17,000,000
2003 TO 2004 2003 TO 2004	EXCESS	UNDERWRITERS AT LLOYDS	03HV0019F	\$ 30,000,000
2003 TO 2004 2003 TO 2004	CONT'S POLL	INDIAN HARBOR INS. CO.	01HV1474000	\$ 50,000,000
2003 10 2004	CONTSPOLL	INDIAN HARBUR INS. CU.	PEC000520102	
2004 TO 2005	PROPERTY	ST PAUL FIRE & MARINE	CK01800551	
2004 TO 2005	CGL	ST PAUL FIRE & MARINE	OL08400161	£ 1,000,000
2004 TO 2005	EXCESS	NAVIGATORS INS. CO.	SE05LIA7948/81	\$ 1,000,000
2004 TO 2005	EXCESS	NAVIGATORS INS. CO.	SE05LIA7949/81	\$ 2,000,000
2004 TO 2005	EXCESS	UNDERWRITERS AT LLOYDS	05HV0032F	\$ 17,000,000 \$ 30,000,000
2004 TO 2005	EXCESS	UNDERWRITERS AT LLOYDS	05HV0032F	
2004 TO 2005	CONT'S POLL	INDIAN HARBOR INS. CO.	PEC000520103	\$ 50,000,000 \$ 10,000,000
				10,000,000
2005 TO 2006	PROPERTY	ST PAUL FIRE & MARINE	CK01800357	
2005 TO 2006	CGL	ST PAUL FIRE & MARINE	384FA4482	\$ 1,000,000
2005 TO 2006	EXCESS	NAVIGATORS INS. CO.	SE05LIA7948/81	\$ 2,000,000

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	AN FRANCISCO, CA. 94104		COMPANIES AFFORDING COVERAGE COMPANY A ST. PAUL FIRE & MARINE INSURANCE COMPANY						
				PANY B		SSURANCE COMPAN			
	RED ACIFIC TERMINALS LIMITED		COMP	PANY C	RICAN HOWL A	SSOTONOL GOWN AN			
	ATTN: MARIO R. SCHUMAN		LETTE	ir C					
	.O. BOX 81126 EATTLE, WA 98108		COMP						
P	ART OF NORSK PACIFIC STEA	MSHIP CO.	COM	PANY E					
~~~	VERAGES THIS IS TO CERTIFY THAT THE POLI INDICATED, NOTWITHSTANDING AN CERTIFICATE MAY BE ISSUED OR N EXCLUSIONS AND CONDITIONS OF	Y REQUIREMENT, TERM OR ON MAY PERTAIN, THE INSURAN SUCH POLICIES. LIMITS SHO	CE AFF	PROPERTY CONT PROPERTY THE PO HAVE BEEN REDI	LICIES DESCRIBE	D HEREIN IS SUBJECT TO	ALL T		
TR	TYPE OF INSURANCE	POLICY NUMBER		DATE (MM/DD/YY)	DATE (MM/DD/YY)	,		2,000,000	
Α	GENERAL LIABILITY	388-FA-8423		09/30/96	09/30/97	PRODUCTS-COMP/OP AGG.	s	2,000,000	
	X COMMERCIAL GENERAL LIABILITY					PERSONAL & ADV. INJURY	s	1,000,000	
	CLAIMS MADE X OCCUR.					EACH OCCURRENCE	s	1,000,00	
	OWNER'S & CONTRACTOR'S PROT.					FIRE DAMAGE (Any one fire)	s	100,000	
						MED. EXPENSE (Any one person	-	10,000	
_	AUTOMOBILE LIABILITY					COMBINED SINGLE	\$		
	ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS					BODILY INJURY (Per person)	\$		
	HIRED AUTOS NON-OWNED AUTOS					BODILY INJURY (Per accident)	\$		
	GARAGE LIABILITY					PROPERTY DAMAGE	s		
_	THE PROPERTY OF THE PROPERTY O	R0091		03/30/96	03/30/97	EACH OCCURRENCE	\$	1,000,00	
E	EXCESS LIABILITY  UMBRELLA FORM	1,0001				AGGREGATE	\$	1,000,00	
	X OTHER THAN UMBRELLA FORM					7,777			
_						STATUTORY LIMITS			
	WORKER'S COMPENSATION					EACH ACCIDENT	\$		
	AND					DISEASEPOLICY LIMIT	\$		
_	EMPLOYERS' LIABILITY					DISEASEEACH EMPLOYEE	\$		
DI	OTHER  SCRIPTION OF OPERATIONS/LOCATIONS/V Certificate Holder is hereby in	EHICLES/SPECIALITEMS (LIMIT	S MAY BE	SUBJECT TO RETENT	TIONS) es listed above	as respects premises	locate	ed at	
	601 South Myrtle, Seattle, WA.	included as Additional III							
C	ERTIFICATE HOLDER		C	ANCELLATION	THE ABOVE DECK	DIRED DOLLOISE DE CANO	SELLER	DEEODE THE	
	Manson Construction & Enginee P.O. Box 24067	ring Co.		EXPIRATION DATE	TE THEREOF, TH	CRIBED POLICIES BE CANG IE ISSUING COMPANY V ETO THE CERTIFICATE HO H NOTICE SHALL IMPOSE	VILL E	NDEAVOR TO	
	Seattle, WA 98124		A		KIND UPON THE	COMPANY, ITS AGENTS OF			

ACORD 25-S (7/90)

ISSUE DATE (MM/DD/YY)

@ ACORD CORPORATION 199

Fax: 415 981 2096



April 2, 1996

Manson Construction & Engineering Co. P.O. Box 24067 Seattle, WA 98124

Re: Norsk Pacific Steamship Co.

Dear Gentlemen:

Enclosed is the Certificate of Insurance on the above captioned.

We trust the enclosed will be found satisfactory in all respects, however, please call if you have any questions.

Very truly yours,

Julie A. benulo

Julie A. Benito Technical Assistant

Veit Metzroth cc:

Enclosure

prjowerttranstriviolder





JOHNSON & HIGGINS OF CALIFORNIA 345 CALIFORNIA STREET SAN FRANCISCO, CA 94104  COMPANY E SAN FRANCISCO, CA 94104  COMPANY B AMERICAN HOME ASSURANCE COMPANY  COMPANY B COMPANY B AMERICAN HOME ASSURANCE COMPANY  COMPANY B COMPANY	<b>*</b>	AGORD. CERTIF	FICATE OF INS	3U	RANCE		ISSUI			
DOMPAN IS A ST. PAUL FIRE & MARINE INSURANCE COMPANY  COMPANY B  COMPANY C  COMPANY B  ATTIN MARIO R. SCHUMAN P.O. 80X 81128 PORT OF NORSK PACIFIC STEAMSHIP CO.  COMPANY E  COMPANY C  COMPANY D  COMPANY C  COM	,	JOHNSON & HIGGINS OF CALII	FORNIA	DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE						
NATIONAL LIABILITY  A ST. PAUL FIRE & MARINE INSURANCE COMPANY  COMPANY B  COMPANY D  CO		-		COMPANIES AFFORDING COVERAGE						
MERICAN HOME ASSURANCE COMPANY  ATTIN: MARIO R. SCHUMAN P.O. BIOX 81126 SEATTLE, WA 98108  PART OF NORSK PACIFIC STEAMSHIP CO.  COMPANY D LIETTER					MPANY A ST. I	PAUL FIRE & M.	ARINE INSURANCE C	OMPANY		
ATTIN: MARIO R. SCHUMAN P.O. BOX 81126  PART OF NORSK PACIFIC STEAMSHIP CO.  COMPANY E LETTER  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDINGS ANY REQUIREMENT, TERM OR COMMITTON ANY CONTRACT OR OTHER DOLICIANT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE POLICY PERIOD DEFEN REPUBLIES OF RETURN ON THE POLICY PERIOD INDICATED, NOTWITHSTANDINGS ANY REQUIREMENT, TERM OR COMMITTON ANY CONTRACT OR OTHER DOLICIANT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE POLICY BEFORE DEFENDENT WITH RESPECT TO WHICH THIS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE POLICY PERIOD CAMPS.  TYPE OF INSURANCE  POLICY NUMBER POLICY SUMMER POLICY SUMMERS AND CONDITIONS OF SUCH POLICIES LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE POLICY PERIOD CAMPS.  A GENERAL LIMBILITY  ALL OWNERS AS CONTRACTORS PROT.  AND CONTRACTORS PROT.  ALL OWNERS AS CONTRACTORS PROT.  ALL OWNERS AS CONTRACTORS PROT.  ALL OWNERS AS CONTRACTORS PROT.  AND CONTRACTORS PROT.  BECAUSE JUBBILITY  CONTRACTORS PROT.  AND CONTRACTORS PROT.  BECAUSE JUBBILITY  CON					TER B AME	RICAN HOME A	ASSURANCE COMPAN	IY		
P.O. BOX 81126  SEATTLE, WA 88108  PART OF NORSK PACIFIC STEAMSHIP CO.  COMPANY E  COMPANY E  COMPANY E  COMPANY E  COMPANY E  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW MAYE BEEN ISSUED TO THE RESURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NORWITHSTANDIA WAY RECURSIVE TO WHICH THIS STEAMS AND COMPITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY THE POLICY SECRET TO WHICH THIS SUBJECT SUBJECT TO WHICH THIS SUBJECT TO WHICH THIS SUBJECT SUBJECT TO WHICH THIS SUBJECT SUBJECT TO WHICH THIS SUBJECT SUBJEC										
PART OF NORSK PACIFIC STEAMSHIP CO.  COMPANY ESTITER  COMPANY E STITER  COMPANY  COM					IEH -					
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSUPANCE LISTED BELOW HAVE BEEN SOURD TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONDITION	5	SEATTLE, WA 98108								
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED SELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY ROUTHING SECTION OR CONDITION OF ANY CONTRACT OR OTHER DOWNER HIS SUBJECT TO ALL THE TERMS.  CENTRICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  A GENERAL LIABILITY SUBJECT OR SUBJECT TO ALL THE TERMS.  A GENERAL LIABILITY SUBJECT OR SUBJECT TO ALL THE TERMS.  BY COMMERS A CONTRACTORS PROT.  A LOWED AUTON OF THE AND AND ANY ANY OF THE ABOVE DESCRIBED POLICIES OR RETENTIONS.  CHARACTER OF THE POLICY PERIOD OF THE	F	PART OF NORSK PACIFIC STE	AMSHIP CO.							
INDICATED, NOT HIS TANDING ANY PECULIFEMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSUPENCE AFFORDED BY THE POLICIES DESCRIPTION OF TO ALL THE TERMS, ECCLUSIONS AND CONDITIONS OF OUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  TYPE OF INSURANCE  POLICY PURPAGED, DATE (MMDD/MY)  ARE REMALIABILITY  SECRETAL LABILITY  ANY AUTO  OWNERS A CONTRACTORS PROT.  AUTOMOBILE LIABILITY  ANY AUTO  ANY AUTO  ANY AUTO  CHARD AND BY A CONTRACTORS PROT.  AUTOMOBILE LIABILITY  ANY AUTO  ANY AUTO  GARAGE LIABILITY  ANY AUTO  GARAGE LIABILITY  ANY AUTO  GARAGE LIABILITY  DECESSION OF THE THEN OF THE SECRET OF	C	VERAGES								
A GENERAL LIABILITY A GENERAL LIABILITY A COMMERCIAL GENERAL LIABILITY A COMMERCIAL GENERAL LIABILITY CULTINGMENT ALL CONTRACTORS PROT.  AUTOMOBILE LIABILITY ANY AUTO ALL OWNERS & CONTRACTORS PROT.  AUTOMOBILE LIABILITY ANY AUTO ALL OWNER DATES SCHEDULED AUTOS HIREO AUTOS NON-OWNED AUTOS SCHEDULED AUTOS HIREO AUTOS AND AUTOMOBILE BIBLITY  COMMERCIAL FORM ROD91  O3/30/96  O3/30/97  ACCOUNTER THAN LUMBRELLA FORM ROD91  O3/30/96  O3/30/97  ACCOUNTER THAN LUMBRELLA FORM AND AUTOMOBILE THAN LUMBRELLA FORM AND AUTOMOBILE AUTOMOBILE THAN LUMBRELLA FORM AND CONTRACTORS AND CO		CERTIFICATE MAY BE ISSUED OR I	NY REQUIREMENT, TERM OR CO MAY PERTAIN, THE INSURANCE	ONDIT E AFF	TION OF ANY CONT ORDED BY THE PO	RACT OR OTHER OLICIES DESCRIBE	DOCUMENT WITH RESPECT	T TO 14/11/	11 71 110	
X COMMERCIAL GENERAL LIABILITY  CAMES MADE  COMMERC AC CONTRACTOR'S PROT.  AUTOMOBILE LIABILITY  ANY AUTO  ALL OWNED AUTOS  SCHEDULED AUTOS  HIRED AUTOS  NON-CWINED AUTOS  HIRED AUTOS  HIRED AUTOS  NON-CWINED AUTOS  HIRED AUTOS  HIRED AUTOS  NON-CWINED AUTOS  HIRED AUTOS  NON-CWINED AUTOS  HIRED AUTOS  HIRED AUTOS  HIRED AUTOS  NON-CWINED AUTOS  HIRED AUTOS  NON-CWINED AUTOS  BOOLLY INJURY  ROUGH  ROUGH  AUTOMOBILE LIABILITY  DISCASS LIABILITY  CERTIFICATE HOLDER  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO	CO	TYPE OF INSURANCE	POLICY NUMBER				LIMI.	rs	_	
CLAIMS MADE X OCCUR  COWNERS & CONTRACTORS PROT.  AUTOMOBBLE LIABILITY  ANY AUTO  ALL OWNED AUTOS  SCHEDULED AUTOS  HRED DAYLOS  NON-OWNED AUTOS  GAFAGE LIABILITY  B UMBRELLA FORM  X OTHER THAN LUBBELLA FORM  X OTHER THAN LUBBELLA FORM  X OTHER THAN LUBBELLA FORM  TO BE EXCESS LIABILITY  B UMBRELLA FORM  X OTHER THAN LUBBELLA FORM  TO BE EXCESS LIABILITY  B UMBRELLA FORM  X OTHER THAN LUBBELLA FORM  TO BE EXCESS LIABILITY  B UMBRELLA FORM  TO BE EXCESS LIABILITY  B UMBRELLA FORM  X OTHER THAN LUBBELLA FORM  TO BE EXCESS LIABILITY  B UMBRELLA FORM  TO BE EXCESS LIABILITY  B LIABILITY  DISEASE—FOLICY LIMIT  S DIS	Α		388-FA-8423		09/30/95	09/30/96	GENERAL AGGREGATE	s	2,000,000	
OWNERS & CONTRACTORS PROT.  EACH OCCURRENCE \$ 1,000,000 RIBE DAMAGE (Any one fire) \$ 100,000 MED EXPRENSE (Any one fire) \$ 100,000 MED EXPRENSE (Any one fire) \$ 100,000 MED EXPRENSE (Any one fire) \$ 10,000 MED EXPRENSE (Any one fire)		******				_	PRODUCTS-COMP/OP AGG.	\$		
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			ng Co.							

ACORD 25-6 (7/90)

Seattle, WA 98124

LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

PACORD CORPORATION 199

SACORD CORPORATION 1990

ACORD EV	(DENCE )F PROP	Perity insura	OE:	DATE (MM	100M) 4/01/96
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Seattle WA	98124	SIGNATURE OF AUTHORIZED AGENT OR C	y am La	inger	<del> </del>
4011 p. 27 (278)					

HOLDER COPY

CERTIFICATE NO. 005001-00025

(* 10 DAYS NON-PAYMENT)

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HOLDER COPY

CERTIFICATE NO. 001001-00025

(* 10 DAYS NON-PAYMENT)

Law Offices of

CARNEY, STEPHENSON, BADLEY, SMITH & MUELLER

A PROFESSIONAL SERVICES CORPORATION

1715 FLOOR, PARK PLACE BUILDING SIXTH & UNIVERSITY SEATTLE, WASHINGTON 98101 (206) 622-8020 CABLE: INTERLEX

PALMER ROBINSON STEPHEN C. SIEBERSON CHARLES N. EVANS T. JEFFREY KEANE JAMES K. DOANE EREDERICK M. ROBINSON LAURA M. MURPHY

of coursel ELVÍN P. CARNEY WILLIAM C. HALLIN

MACHOR CONSTRUCTION

TELEX: 321270

January 19, 1983

Mr. Richard W. Buchanan Le Gros, Buchanan, Paul & Whitehead 2910 Seattle-First National Bank Bldg. Seattle, Washington 98154

Continental Can Co./Manson Purchase

Dear Mr. Buchanan:

R. JACK STEPHENSON

EDWARD L. MUELLER

NICHOLAS P. SCARPELLI, JR.

SANDRA D. BATES

JAMES N. JORY, JR.

JOHN M. MONAHAN

RICHARD J. PADDEN

TIMOTHY J. PARKER

WILLIAM T. ROBINSON

BASIL L. BADLEY

MILTON C. SMITH

Enclosed please find a Certificate of Insurance as requested in your letter of December 28, 1982, regarding the above-entitled transaction.

If any further documentation is required, please do not hesitate to contact us.

Very truly yours,

Elaine Edgell

Secretary to Milton C. Smith

Enclosure

cc: Manson w/enc.

# CERTIFICATE OF INSURANCE

in effect on date of this certificate, arranged by

# STANLEY T. SCOTT & CO., INC.

2312 Eastlake Ave. E.

Seattle, Washington 98102

This is to certify that the insurance described below has been arranged for the Insured designated in this certificate. Any requirements or provisions in any contract or agreement between the Insured and any other person, firm or corporation will not be construed as enlarging, altering or amending the definition of insured or any other terms or conditions of this certificate or the insurance designated. Such insurance, subject to the limits of liability, coverages, hazards, exclusions, provisions, conditions and other terms thereof, is in full force and effect as of the date this certificate was issued.

Name of Insured

PROPERTY COVERED

Manson Construction and Engineering Company

Address

5209 East Marginal Way South Seattle, Washington 98124

Insurer

Policy No.

Expires

Integrity Insurance Company through

CF11322

April 19, 1983

Alexander Howden Insurance Services

LIMIT OF INSURANCE

A building located at a location bounded by South Garden Street, South Myrtle Street, 7th Avenue South, and the Duwamish River known as Continental Can Property (the legal description is a matter of record - see Deed of Trust dated on or about December 15, 1982)

\$700,000

ADDITIONAL NAMED INSURED:

Continental Can Company, Inc., a Delaware Corporation (Beneficiary) One Harbor Plaza, Stamford, Connecticut 06904

NOTE: WAIVER OF INSURER'S RIGHT OF SUBROGATION AGAINST CONTINENTAL CAN COMPANY IS ALLOWED UNDER THIS POLICY IN ACCORDANCE WITH STANDARD ISO FORM 503NS-10/65 WORDING WHICH IS INCLUDED IN SUBJECT POLICY.

All Risk including earthquake and flood. Rental income as follows: Pac West Lease - \$90,000; Knappton Towing Company Lease - \$120,000; Continental Can Location - \$150,000

## DEDUCTIBLE:

\$1,000 all perils except earthquake and flood, where deductible is 2% of values at time of loss.

Loss Payable Endorsement on Reverse Side X Applies Does Not Apply

If mortgaged or encumbered, loss hereunder is payable as interest may appear, to the named insured and -SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THERE, THE ISSUING COMPANY WILL MAIL 15 DAYS WRITTEN NOTICE TO THE BELOW NAMED CERTIFICATE HOLDER January 17, 1983 Date

STANLEY T. SCOTT & CO., INC.

Continental Can Company, Inc. c/o Le Gros, Buchanan, Paul &

Address Whitehead

To

2910 Seattle First Nat'l Bank Bldg.

Seattle, Washington 98154



	LLIADER 3 EO33 PATABLE EMPORSEMENT
1. Loss or d	damage, if any, under this policy shall be paid to
said interest be	od assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whethe vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or other n a nominee or trustee of said Lender.
and assigns, sha possession, or lo closure proceedid deed; (c) by an any and all rider warehouseman, ceither of them, of or whether before thereto would in- lender while exe	rance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successor all not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description cation of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trusty breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including as now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement re or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached validate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the ercising active control and management of the property.
of this policy or written notice to days after due do when so notified premium due wit said premium or	ent of failure of the insured to pay any premium or additional premium which shall be or become due under the terms on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) ate of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the thin ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated days after receipt of said written notice by the Lender.
insured no liabilitindebtedness due Company, to the	this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the ty therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all ties held as collateral thereto.
Lender for the p said property und Fallen Building ( also any Contribu tribution Clauses coverage to inclu- suring such other	e any other insurance upon the within described property, this Company shall be liable under this policy as to the roportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on der policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and ution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Confort the compliance with which the insured has received reduction in the rate charged or has received extension of the de hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for inhazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata urers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.
6. This Com continue in force shall then cease.	pany reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall for the henefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and
tion unless an ac	y shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expira- ceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this tyable Endorsement, shall have been issued by some insurance company and accepted by the Lender.
its agents, insurated by this Land/or under other	gal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or nee under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges ender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy er riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.
	s herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss
	ment shall be mailed to or delivered to the Lender at its office or branch at
	cified, at its head office at.
	ry No
	<b>D</b> .
Agency at	Date
	e Underwriters of the Pacific,

Columbia Risk Management Services, Inc.



March 13, 1986

Manson Construction & Engineering Co. P.O. Box 24067 Seattle, Washington 98124

Re: Knappton Corporation Certificates of Insurance

Please find enclosed our Certificate of insurance as evidence of the Comprehensive General Liability insurance that has been secured on behalf of Knappton Corporation.

We trust you will find the enclosed Certificate to be in good order. If you should require any additional information, please contact our office.

Very truly yours,

Sue Wirick

Sue Wirick

SW/mms Enclosure

cc: Sharron Mathews, Knappton Corporation

503-223-5897

# GCOC GERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS ISSUE DATE (MM/DD/YY)

3-12-86

Gene Sause & Co. Suite 270 200 S.W. Market St.

Columbia Risk Mgmt. Services, Inc. Extend or alter the coverage afforded by the Policies Below.

INSURED

Knappton Corporation, etal P.O. Box 03018 Portland, Oregon

Portland, Oregon 97201-6299

COMPANIES A	AFFORDING	COVERA	GE
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COMPANY Admiral Insurance Co. LETTER

COMPANY The Home Indemnity Co. LETTER

COMPANY LETTER

COMPANY D LETTER

COMPANY LETTER

### COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDI-TIONS OF SUCH POLICIES.

96	HORS OF SUCH POLICIES.						
CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIABIL	TY LIMITS IN T	HOUSANDS
LTR	TTPE OF INSURANCE	FOLIOT NOMBEN	DATE (MM/DD/YY)	DATE (MIW/DD/YY)		OCCURRENCE	AGGREGATE
	GENERAL LIABILITY				BODILY		
	X COMPREHENSIVE FORM				INJURY	\$	\$
	X PREMISES/OPERATIONS				PROPERTY		
	UNDERGROUND EXPLOSION & COLLAPSE HAZARD	A86EG06563	2-1-86	2-1-87	DAMAGE	\$	\$
A	PRODUCTS/COMPLETED OPERATIONS				BI & PD		
	X CONTRACTUAL				COMBINED	\$500	\$500
	X INDEPENDENT CONTRACTORS						
	X BROAD FORM PROPERTY DAMAGE						
	X PERSONAL INJURY X \$2.500. DED				PERSO	NAL INJURY	\$500
<u></u>	X \$2,500. DED		-		BODILY		
	X ANY AUTO				INJURY (PER PERSON)	\$	
	ALL OWNED AUTOS (PRIV. PASS.)				BODILY	Ψ	
	ALL OWNED AUTOS (OTHER THAN)				INJURY (PER ACCIDENT)	\$	
В	HIRED AUTOS	BA4006266 1-	1-18-86	1-18-87		Ψ	
	NON-OWNED AUTOS		1-10-00	1-10-07	PROPERTY DAMAGE	\$	
	GARAGE LIABILITY				B1 6 BB	·	
					BI & PD COMBINED	\$1,000	
8	EXCESS LIABILITY					1,000	
	UMBRELLA FORM -				BI & PD COMBINED	\$	\$
	OTHER THAN UMBRELLA FORM				OOMBINED	*	
	WODKEDS, COMBENICATION				STATUTOR	RY	
	WORKERS' COMPENSATION AND				\$	(EACH A	CCIDENT)
	EMPLOYERS' LIABILITY				\$	(DISEASE	-POLICY LIMIT)
8					\$	(DISEASE	-EACH EMPLOYEE).
	OTHER Primary				¢EOO	000 00	_
A	Products	A86EG06564	2-1-86	2-1-87		,000 CS	ъ
	Liability				\$2,5	00 DED	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is added as an Additional Insured. All policies waive rights of subrogation against Manson Construction & Engineering Co.

CERTIFICATE HOLDER

Seattle, Washington 98124

CANCELLATION

Manson Construction & Engineering Coration date thereof, the Issuing company will endeavor to P.O. Box 24067

Mail 10 Days Written Notice to the Certificate Holder Named to the Left, BUT Failure to Mail Such Notice Shall impose No Obligation or Liability SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EX-OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHO ZED REPRESENTATIVE

# OCOIC GERTIEIGATE OF INSURANCE

SET TAB STOPS AT ARROWS ISSUE DATE (MM/DD/YY)

2 12 00

	3-13-86
Columbia Risk Mgmt. Services, Inc. Gene Sause & Co.	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Suite 270 200 S.W. Market St.	COMPANIES AFFORDING COVERAGE
Portland, Oregon 97201-6299 503-223-5897	COMPANY A Progressive Casualty
INSURED	COMPANY B Lexington Ins. Co.
Knappton Corporation, etal	COMPANY LETTER ©
P.O. Box 03018 Portland, Oregon 97203	COMPANY D
	COMPANY LETTER E

# COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OF CONDITION OF ANY CONTRACT OF OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OF MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDI-TIONS OF SUCH POLICIES.

CO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIABIL	ITY LIMITS IN T	HOUSANDS
LTR	TIPE OF INSURANCE	POLICY NOWBER	DATE (MM/DD/YY)	DATE (MM/DD/YY)		OCCURRENCE	AGGREGATE
	GENERAL LIABILITY				BODILY		
ě	COMPREHENSIVE FORM				INJURY	\$	\$
	PREMISES/OPERATIONS UNDERGROUND				PROPERTY DAMAGE		
	EXPLOSION & COLLAPSE HAZARD				DAMAGE	\$	\$
	PRODUCTS/COMPLETED OPERATIONS				BI & PD		
	CONTRACTUAL INDEPENDENT CONTRACTORS				COMBINED	\$	\$
	BROAD FORM PROPERTY DAMAGE				-		
	PERSONAL INJURY				PERSO	NAL INJURY	\$
	TENOGRAE MOONT				PENGO	IVAL INJUNI	Φ
	AUTOMOBILE LIABILITY				BODILY		
	ANY AUTO				(PER PERSON)	\$	
	ALL OWNED AUTOS (PRIV. PASS.)				BODILY INJURY		
	ALL OWNED AUTOS (OTHER THAN)				(PER ACCIDENT)	\$	
	HIRED AUTOS				PROPERTY		
	NON-OWNED AUTOS				DAMAGE	\$	
	GARAGE LIABILITY				BI & PD COMBINED	Φ.	
-	EXCESS LIABILITY M&C		_		COMBINED	\$	
А	UMBRELLA FORM				BI & PD	0=00	0
	X OTHER THAN UMBRELLA FORM	FE4681241	2-12-86	2-1-87	COMBINED	\$500	\$500
					STATUTOF	RY	
	WORKERS' COMPENSATION				\$	(EACH A	CCIDENT)
	AND EMPLOYERS' LIABILITY				\$	(DISEASE	-POLICY LIMIT)
					\$	(DISEASE	-EACH EMPLOYEE)
_	OTHER						
В							
- DE	Products	5521327	3-7-86	2-1-87	\$500	,000 CS	L.
DES	SCRIPTION OF OPERATIONS/LOCATIONS	S/VEHICLES/SPECIAL ITEMS					

Certificate Holder is added as an Additional Insured. All policies waive rights of Subrogation against Manson Construction & Engineering Co.

CERTIFICATE HOLDER

Seattle, Washington 98124

CANCELLATION

Manson Construction & Engineering Co SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BY DESCRIBED BY DESCRIBED BY DESCRIBED POLICIES BE CANCELLED BY DESCRIBED POLICIES BE CANCELLED BY DESCRIBED BY DESCRIBED BY DESCRIBED POLICIES BE CANCELLED BY DESCRIBED BY DES LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

# Certificate of Insurance

acou	O, THIS CERTIFICATE	IS ISSUED AS A MATTER OF INFORMATION OF AUTER TO DOES NOT AMEND EXTEND OF AUTER TO	I INSI	ME CONTERS N	Q HIGHTS UPON THE C	ENTIFICATE HOL	P.H.		
NAME AND	ADDRESS OF AGENCY				DING COVERAGES				
	EY T. SCOTT & CO., INC.		COMPANY A						
	EASTLAKE AVE. E. ILE, WASHINGTON 98102		<del></del>	R	' & ILII Underwriters		ou LTD		
NAME AND	ADDRESS OF INSURED		COMPANY	G Getna	Casualty & Surety Co	отрапу	<del></del>		
•	on Construction & Engineer - Box 24067	ring Co.	COMPANY D						
	tle, WA 98124		CETTON -						
This is 4m.	and the back noticing of incomes lies	ted below have been issued to the insured nam	COMPANY LETTER	a oco la facca at the	e time Navuithetancine	av requirement to	em or condition		
of any co	certify that policies of insurance has ntract or other document with rea clusions and conditions of such po-	pect to which this certificate may be issued or	r may pertai	n, the insurance a	fforded by the policies des	cribed herein is s	ubject to all the		
COMPANY	TYPE OF INSURANCE	POLICY NUMBER	Ę	POLICY PHATION DATE	Limits of Liabi	EACH OCCURRENCE	AGGREGATE		
A	GENERAL LIABILITY				BODILY INJURY	3	3		
	Z COMPREHENSIVE FORM  Z PHEMISES—OPERATIONS  W EXPLOSION AND COLLAPSE	RA018690K	3/1 3/1	./91 /92	PROPERTY DAMAGE	\$	s		
	HAZARD  J UNGERGROUND HAZARD  PRODUCTS/COMPLETED OPERATIONS HAZARD  CONTRACTUAL INSURANCE BROAD FORM PROPERTY DAMAGE				BODILY INJURY AND PROPERTY DAMAGE COMBINED	i,000,	s 1,000,		
	X PERSONAL INJURY  X Stop 640				PERSONAL II	NJURY	s Included		
	AUTOMOBILE LIABILITY				ODILY INJURY (EACH PERSON)	5	200000000000000000000000000000000000000		
{ [	COMPREHENSIVE FORM				BODILY INJURY (EACH ACCIDENT)	s			
	HINEO				PROPERTY DAMAGE SODILY INJURY AND	\$			
	EXCESS LIABILITY				PROPERTY DAMAGE COMBINED	1			
c {	UMBRELLA FORM  TOTHER THAN UMBRELLA FORM	91L6219/81	3/1 3/1	/91 /92	BODILY INJURY AND PROPERTY DAMAGE COMMINED	s 2,000,	s 2,000,		
٧	YORKERS' COMPENSATION				STATUTORY				
	and EMPLOYERS' LIABILITY					\$	(FACH AUUR N		
В	OTHER Property	B1ACN5B29604	4/2	5/91-4/25/92	\$1,770,625 All Ris \$500,000 Loss of R	,	d.		
	n of Operations/Jocations/Vehi REED CERTIFICATE HOLDER IS	ICLES I LOSS PAYEE AS RESPECTS LEASE OF P	PROPERTY L	OCATED: 601 S	outh Myrtle, Seattle	, WA 98124			
Can	pany will ende	the above described policies be deavor to mail 30 days written ce shall impose no obligation or lia	notice to	the below r	amed certificate he				
	NAME AND ADDRESS OF CI	ERTIFICATE HOLDER			3/4/91				
	c/o Maple Leaf 999 W. Hastings	MAREHOUSE CORPORATION Property Management, Inc. Street, \$230 , Canada V&C 202	·	DATE ISSUED:	M. C. C. L	/ EPRESENTATIVE			
		·		)	H. E. Cook/dp	1			

ACORD 25 (1-79)

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TOTAL G GO



# **CONSTRUCTION & ENGINEERING COMPANY**

5209 EAST MARGINAL WAY S. ◆ SEATTLE, WA 98134 ◆ (206) 762-0850 MAILING ADDRESS: P.O. BOX 24067 ◆ SEATTLE, WASHINGTON 98124-0067 CON. REG. NO. 223-01 MA-NS-OC-E373NO ◆ TELEX 32-9513 ◆ FAX 206-763-1232



June 22, 1990

VIA FAX (604)684-6165

Maple Leaf Property Management Inc. Second Floor, 999 West Hastings Street Vancouver, B.C., Canada V6C 2W2

Attention: Be

Beverly Greene, CPM

Property Manager

Reference:

Othello Street Warehouse

601 South Myrtle Street

Dear Sir/Madam:

As previously discussed with you in April 1990, Great American Insurance Company is not the insurer of the above referenced property nor is McRory & Company the broker. As shown on the insurance certificates provided your office, the agency insuring the property is Stanley T. Scott & Co., Inc. The deficiencies noted are not applicable to the policy Manson carries with Stanley T. Scott & Co.

Very truly yours,

MANSON CONSTRUCTION, & ENGINEERING CO.

Roberta Lorenz

Contract Compliance

\rjl

REVISED



WHARVES

• FOUNDATIONS • DREDGING

acord	THIS CERTIFICATE	CERTIFICATE OF INFORMATION NOT AMEND. EXTEND OR ALTER	TINS	Urance	RIGHTS UPON THE C	ERTIFICATE HO	LDLR
NAME AND A	ADDRESS OF AGENCY				ING COVERAGES	U BELUW	em Collection size
	EY T. SCOTT & CO., INC. EASTLAKE AVE. E.		COMPAN'	<b>6-8</b>	'& Illi Companies ti	nru Tyser Low	LTD
SEATTL	LE, WASHINGTON 98102		COMPAN'	<b>B</b>	Casualty and Surety	•	
	ADDRESS OF INSURED  LO STREET WAREHOUSE CORPO	DATION	COMPAN'	· C		, ,	
′c∕o Ma	aple Leaf Property Manage	ement, Inc.	COMPANY D  COMPANY D				
34	#230 - 999 West Hastings Street Vancouver, British Columbia "Amended"			E			
or any conti	ertify that policies of insurance list tract or other document with res usions and conditions of such po	ted below have been issued to the insured nam pect to which this certificate may be issued o olicies.	ned above a or may pert	and are in force at this ain, the insurance af	time. Notwithstanding a forded by the policies des	ny requirement, t cribed herein is s	erm or condition subject to all the
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE	Limits of Liabi	EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY				BODILY INJURY	OCCURRENCE \$	S
94 lr—	COMPREHENSIVE FORM  PREMISES—OPERATIONS EXPLOSION AND COLLAPSE HAZARD	RA 018690J	i i	/1/90 /1/91	PROPERTY DAMAGE	s	\$
	PRODUCTS/COMPLETED OPERATIONS HAZARD				BODILY INJURY AND PROPERTY DAMAGE COMBINED	s 1,000,	s 1,000,
i	PERSONAL INJURY  Stop Gap				PERSONAL II	YAULY	s
A	AUTOMOBILE LIABILITY				BODILY INJURY (EACH PERSON)	s	Included
	COMPREHENSIVE FORM				BODILY INJURY (EACH ACCIDENT)	s	
	U OWNED HIRED				PROPERTY DAMAGE	s	
	J NON-OWNED				BODILY INJURY AND PROPERTY DAMAGE COMBINED	5	
	EXCESS LIABILITY  UMBRELLA FORM		,	/74 /50	BODILY INJURY AND		
C Ex	,	90L6219/81		/31/90 /31/91	PROPERTY DAMAGE COMBINED	2,000,	2,000,
wo	ORKERS' COMPENSATION and				STATUTORY		
	EMPLOYERS' LIABILITY OTHER					\$	(EACH ACCIDENT)
	roperty	B1ACM5463B40		/25/90-4/25/91	\$1,416,500 All Ris		ed.
DESCRIPTION (	OF OPERATIONS/LOCATIONS/VEHI	ICLES		٠			
D AT 601 S	. MYRTLE. CERTIFICATE H AREHOUSE CORPORATION.	OUSE CORPORATION IS ADDITIONAL NAME OLDER, SECURITY PACIFIC BANK WASH	ED INSUKE INGTON IS	ED AS RESPECTS T S LOSS PAYEE AS	HEIR DWNERSHIP OF W RESPECTS FINANCIAL	IAREHOUSE ONLY INTERESTS OF	OTHELL
Cance	pany will ende	the above described policies be cleavor to mail <u>10</u> days written ce shall impose no obligation or lia	notice	to the below no	amed certificate he	of, the issuin older, but fai	g com- lure to
	NAME AND ADDRESS OF CE	ERTIFICATE HOLDER:	<del> </del>	٦			
	•	C BANK WASHINGTON		DATE ISSUED:_	6/22/90		· · · · · · · · · · · · · · · · · · ·
	c/o Security Pa P. O. Box 1637	cific Savings Bank (UB 021)			X & C.	<b>b</b> )	
	Tacoma, WA 9840				AUTHORIZED RE		
ACORD 25 (1-7)	9)	27			L. COCK/UP		

# Maple Leaf Property Management Inc.

Second Floor, 999 - West Hastings Street • Vancouver, B.C., Canada V6C 2W2 • (604) 684-3330 Fax (604) 684-6165

June 15, 1990

VIA FAX #763-1232

Manson Construction & Engineering Co. P.O. Box 24067 Seattle, Washington U.S.A. 98124

Attention: Mr. Dan Dolmseth

Dear Sirs:

Re: Your Premises - 601 South Myrtle Street
Othello Street Warehouse



Pursuant to our letter of April 18, 1990, relative to deficiencies you are required to complete as per the loss control inspection performed by Great American Insurance Company, to date we have not received confirmation from Manson Construction & Enginnering Co. that these items have been attended to.

As provided in the appropriate articles of your lease, these items are the sole responsibility of Manson Construction & Engineering Co.

In order to ensure you are not in breach of your lease agreement, please have your written confirmation that the items have been attended to delivered to our office forthwith.

Your immediate attention to the above is hereby requested.

Yours very truly,

MAPLE LEAF PROPERTY MANAGEMENT INC.

on behalf of Othello Street Warehouse Corporation

Bèverlý Greene, C Property Manager

BG/mh

cc: McRory & Company

# Maple Leaf Property Management Inc.

Second Floor, 999 - West Hastings Street • Vancouver, B.C., Canada V6C 2W2 • (604) 684-3330 Fax (504) 684-6165

# FAX COVER SHEET

TO: _	Dr. Dan Dolmaid ON: Thenean Con	DATE:	June 14/90
FAX NU	MBER: 206-763-1232	NUMBER OF (Including	PAGES: 3. cover sheet)
***** FROM:	********************************** LARCO INVESTMENTS INC. 2nd Flr, 999 W. Hastings Vancouver, B.C. V6C 2W2 FROM	TELEPHONE: FAX_NUMBER:	(604) 684-3330 (604) 684-6165
*****	********	*****	****
COMMEN		d from	Ithello
	Stight o	ne for	December Hory

# Maple Leaf Property Management Inc.

Second Floor, 999 - West Hastings Street • Vancouver, B.C., Canada V6C 2W2 • (604) 684-3330 Fax (604) 684-6165

June 14, 1990

VIA FAX #763-1232

Manson Construction & Engineering Co. P.O. Box 24067 Seattle, Washington U.S.A. 98124

Attention: Mr. Dan Dolmseth

Dear Sirs:

Re: Your Premises - Othello Street Warehouse

Thank you for affording our office a copy of your current insurance policy declaration. Upon a review of this document, we note the loss payees are insufficient to the Landlord.

Article 9.5 of your lease provides for any and all 1) endorsements and or provisions required by the Landlord and or Mortgagee. We hereby request the loss payees to be named on BOSBIE THON PROBLEM

MOAN SEEWING PAUFIC

PLS DOUBLE CHOCK. your insurance policy as follows:

Rainier Bank a) 1100 Second Avenue Seattle, Washington

Othello Street Warehouse Corporation b) c/o Maple Leaf Property Management Inc. #230 - 999 West Hastings Strect Vancouver, British Columbia

Please ensure the above items are added to your insurance policy forthwith. A copy of the amendment and the standard policy declaration form must be received in our offices no later than July 14, 1990, confirming these coverages.

NOTE - NO MENTION OF VALUTION.

...2/

Manson Construction & Engineering Co. June 14, 1990 Page 2

Your earliest possible attention to the above requested items would be appreciated.

Thank you.

Yours very truly,

MAPLE LEAF PROPERTY MANAGEMENT INC. on behalf of Othello Street Warehouse Corporation

Margaret Haggerty Property Administrator

/mh

cc: Stanley T. Scott, Inc.

## CONSTRUCTION & ENGINEERING COMPANY

5209 EAST MARGINAL WAY S. ● SEATTLE, WA 98134 ● (206) 762-0850 MAILING ADDRESS: P.O. BOX 24067 ● SEATTLE, WASHINGTON 98124-0067 CON REG. NO. 223-01 MA-NS-OC-E373NO ● TELEX 32-9513 ● FAX 206-763-1232

VIA FAX AND MAIL

May 8, 1990

Maple Leaf Property Management Inc Second Floor 999 - West Hastings Street Vancouver, B.C., Canada V6C 2W2

Re: Othello Street Warehouse Corporation's Property

Dear Sirs:

Per our telephone discussion, please see the enclosed insurance certificate from Stanley T. Scott on the property at 601 South Myrtle, Seattle, Wash. Over two weeks have elapsed since we spoke and I have not heard from you. Please confirm that this certificate meets the insurance requirements on the property. If we do not here from you in seven days, we will assume the certificate is correct.

Very truly yours,

MANSON CONSTRUCTION & ENGINEERING CO.

Daniel J. Downseth

Chief Financial Officer

DJD; rjl

enclosure



NAME A	IND ADDRESS OF AGENCY	E DOES NOT AMEND EXTEND OF ALTE							
 er,	THE PORT I OF THE	•	COMPANIES AFFO	PRDING COVERAGES	;				
231	ANLEY T. SCOTT & CO., INC. 12 EASTLAKE AVE. E.	•	COMPANY A Lloyds' & ILU Underwriters & Tyser Low LID						
	ATTLE, WASHINGTON 98102		COMPANY B	• .		D LIV			
	ND ADDRESS OF INSURED	-	COMPANY C	COMPANY					
۲.	nson Construction & Enginee O. Box 24067	aring Co.	COMPANY D	nanies thru West Coast	t Harine Hana	gers. Inc.			
Sea	attle, NA 98124	:	CETTER	~ <del>~~~~</del>	<del></del>				
This is t	to contine that policies of insurance li	have been instead to this ingressed	COMPANY E						
of any c	to certify that policies of insurance lis contract or other document with res exclusions and conditions of such p	isted below have been issued to the insured no espect to which this certificate may be issued policies.	arred above and are in force at to d or may pertain, the insurance	this time. Notwithstanding a afforded by the policies de	any requirement.	term or condition subject to all th			
OMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE		bility in Thousa				
A	GENERAL LIABILITY		Chr turning in a		OCCURRENCE				
	COMPREHENSIVE FORM	RA 018690J	3/1/90	BODILY INJURY	\$	s			
	PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE HAZARO		3/1/91	PROPERTY DAMAGE	s	s			
	MUNDERGROUND HAZARD  M PRODUCTS/COMPLETED				+	+			
1	OPERATIONS HAZARD  CONTRACTUAL INSURANCE	:		BODILY INJURY AND					
	N BROAD FORM PROPERTY	1		PROPERTY DAMAGE COMBINED	1,000,	1,000,			
	INDEPENDENT CONTRACTORS	1			•,,	19009			
	Stop Gap	1		PERSONAL IN	INJURY	\$			
	AUTOMOBILE LIABILITY			BODILY INJURY	Τ.	Included			
1	COMPREHENSIVE FORM	1		(EACH PERSON) BODILY INJURY	5 5	P. Committee			
1	OWNED	1		(EACH ACCIDENT)					
	HIRED NON-OWNED	1		PROPERTY DAMAGE BODILY INJURY AND	\$				
	EXCESS LIABILITY	<del>                                     </del>		PROPERTY DAMAGE COMBINED	s				
				ONA YRULNI YJIDOB					
c	UMBRELLA FORM  OTHER THAN UMBRELLA	90L6219/81	3/31/90	PROPERTY DAMAGE	5	5			
	FORM	10L0217/01	3/1/91	COMBINED	2,000,	2,000,			
ľ	WORKERS' COMPENSATION and			STATUTORY					
	EMPLOYERS' LIABILITY				s	A			
	OTHER	1			13	IF ACH ACCIDENT			
В	Property	TBA	4/25/90-4/25/91	\$1,249,875 All Risi \$500.000 Loss of Re					
SCRIPTION 15 AGE	ON OF OPERATIONS/LOCATIONS/VEHICLED CERTIFICATE HOLDER IS	CLES LOSS PAYEE AS RESPECTS LEASE OF	PROPERTY LOCATED: 601						
					,				
Can	selfation: Should any of	the about described colicies he	Mark to done the ex-						
_	party will endea	the above described policies be dayor to mail 30 days written	n notice to the below no	named certificate hol	it, the issuing	g com-			
	mail such notice	e shall impose no obligation or lia	ability of any kind upon	the company.	lder, out ians	ure to			
			- ,	all the description of					
	NAME AND ADDRESS OF CER	ITIFICATE HOLDER:		S IO IOA					
		ERTY HANAGEMENT, INC.	DATE ISSUED:_	5/8/90					
	999 West Hastings	gs Street, Second Floor			. )				
	Vancouver, B.C.,	, Canada V6C 2N2		Z/. 6. ('_	A)	- <del></del>			
	ACTU: DEAELTA OF	Greene, CPM/Property Hanager			PRESENTATIVE	<del></del>			
RD 25 (1-	·			H. E. Coak/dp					

	THE PARTY OF THE P	DOES NOT AMEND EXTEND OR ALTE	TION ONLY AND CONFERS NOT THE COVERAGE AFFORDED.	BY THE POLICIES LISTE	ERTIFICATE HO D BELDW	LDFR			
• *	ADDRESS OF AGENCY		COMPANIES AFFORDING COVERAGES						
	EY T. SCOTT & CO., INC.		COMPANY A						
2312	EASTLAKE AVE. E.		Linyos' & ILU Companies thru lyser Low Liu						
	TLE, WASHINGTON 98102		COMPANY B	COMPANY B Aetna Casualty and Surety Company					
	ADDRESS OF INSURED		COMPANY C						
	.LO STREET WAREHOUSE CORP( faple Leaf Property Manage		COMPANY COMPANY COMPANY COMPANY COMPANY						
#230	- 999 West Hastings Stree	•	COMPANY D						
Vanco	ouver, British Columbia		COMPANY LETTER						
This is to o	certify that policies of insurance list	ted below have been issued to the insured na pect to which this certificate may be issued	amed above and are in force at thi	s time. Notwithstanding a	iny requirement, t	erm or condition			
terms, exc	clusions and conditions of such po	olicies.			lity in Thousar				
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Lining Of Liabi	FACH OCCURRENCE	AGGREGATE			
A	GENERAL LIABILITY			BODILY INJURY	\$	\$			
i r	COMPREHENSIVE FORM  * PREMISES—OPERATIONS	RA 018690J	3/1/90						
וַ	X PREMISES—OPERATIONS  EXPLOSION AND COLLAPSE HAZARD		3/1/91	PROPERTY DAMAGE	\$	\$			
	L UNDERGROUND HAZARD				<del> </del>	+			
r	PRODUCTS/COMPLETED OPERATIONS HAZARD  CONTRACTUAL INSURANCE			BODILY INJURY AND					
16	CONTRACTUAL INSURANCE  BROAD FORM PROPERTY  DAMAGE			PROPERTY DAMAGE COMBINED	1,000,	1,000			
ַן	INDEPENDENT CONTRACTORS		İ			-,,,,,			
1	x PERSONAL INJURY  x Stop Gap			PERSONAL INJURY		\$ [ ] [ ] [ ] [ ]			
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	Included			
	COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$				
	OWNED HIRED			PROPERTY DAMAGE	\$				
וֹן	NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE	5				
	EXCESS LIABILITY			COMBINED					
[	UMBRELLA FORM		3/31/90	BODILY INJURY AND	5	s			
c [	OTHER THAN UMBRELLA	90L6219/81	3/31/91	PROPERTY DAMAGE  COMBINED	2,000,	2,000,			
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	and			STATUTORY					
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	WAREHOUSE CORPORATION.								
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	pany will ende	eavor to mail <u>10</u> days writte	en notice to the below n	amed certificate h	older, but fa	ilure to			
	mail such notic	ce shall impose no obligation or	liability of any kind upon	the company.					
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			DATE ISSUED:	6/14/90					
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2312 EASTLAKE AVE. E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

June 14, 1990

Number of pages
Including this page 3

### FAX TRANSMITTAL COVER SHEET

TO: Maple Leaf Property Management, Inc. Attn: Mrs. Haggerty

FAX #: 604-684-2970

RE: Manson Construction & Eng. Co./Othello Street Warehouse Corp. Warehouse located - 601 South Myrtle, Seattle, WA Insurance Certificate

### Margaret:

We've changed the arrangements for providing coverage for your interests in a more concise manner.

Underwriters have agreed to name Othello Street Warehouse Corporation c/o Maple Leaf Property Management, Inc. as an additional <u>named</u> insured as respects their financial interest in this property since they are the owners.

This then enables us to issue a certificate of insurance in their name with Security Pacific Bank Washington shown as loss payee as their financial interest in the warehouse is concerned.

A copy of our letter to Security Pacific Bank Washington is being sent you.

Please feel free to contact us should there be further questions.

Regards,

Dorothy F.

/cc: Manson Construction & Eng. Co.

2312 EASTLAKE AVE, E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

June 13, 1990

Number of pages
Including this page 3

### FAX TRANSMITTAL COVER SHEET

TO: Security Pacific Bank Attn: Frank Aereola

FAX #: 621-4213

Re: Manson Construction & Eng. Co./Maple Leaf Property Management 601 South Myrtle, Seattle, WA Warehouse Policy No. 81ACM5463840

### Frank:

As a follow up to our conversation, we've made better arrangements for handling the warehouse located at 601 South Myrtle.

We are naming Othello Street Warehouse Corporation c/o Maple Leaf Property Management, Inc. as an additional named insured as respects their financial interest in this property since they are the owners.

A certificate of insurance showing this is being prepared with them shown as insured and Security Pacific Bank Washington shown as their loss payee. The description will clearly reference "as respects their financial interest in this property" only.

The certificate of insurance dated May 4th, 1990 which was done in error has been voided and replaced by the one dated today's date and faxed with this note. The original of same will be in today's mail to your attention.

Regards,

Dorothy P.

✓cc: Manson Construction & Eng. Co.



# **CONSTRUCTION & ENGINEERING COMPANY**

5209 EAST MARGINAL WAY S. ● SEATTLE, WA 98134 ● (206) 762-0850 MAILING ADDRESS: P.O. BOX 24067 ● SEATTLE, WASHINGTON 98124-0067 CON. REG. NO. 223-01 MA-NS-OC-E373NO ● TELEX 32-9513 ● FAX 206-763-1232

VIA FAX AND MAIL

May 8, 1990

Maple Leaf Property Management Inc Second Floor 999 - West Hastings Street Vancouver, B.C., Canada V6C 2W2

Re: Othello Street Warehouse Corporation's Property

Dear Sirs:

Per our telephone discussion, please see the enclosed insurance certificate from Stanley T. Scott on the property at 601 South Myrtle, Seattle, Wash. Over two weeks have elapsed since we spoke and I have not heard from you. Please confirm that this certificate meets the insurance requirements on the property. If we do not here from you in seven days, we will assume the certificate is correct.

Very truly yours,

MANSON CONSTRUCTION & ENGINEERING CO.

Daniel J. Dollaseth

Chief Financial Officer

DJD;rjl

enclosure



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H. E. Cook/dp

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	Seattle, WA 98			<del></del>	AUTHORIZED RE	PRESENTATIVE			
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March 15, 1990

Security Pacific Bank Washington NA PO Box 3966 Seattle WA 98124-3968

Stanley T. Scott & Co., Inc. 2312 Eastlake Ave. E. Seattle, Washington 98102

Re: Customer Name: Manson Construction & Engineering Co.

Policy Number: 81ACM 5463840

Exp. Date:

4-25-90

Insurance Type: Property @

601 So. Myrtle and insured per lease requirements.

Our records indicate that the above-mentioned insurance policy expired (or is due to expire) on 4-25-90keep our documentation in compliance with all requirements, please issue us proof of insurance along with a form 438 BFU or BFUNS.

Please note that our name has changed from Rainier National Bank to Security Pacific Bank Washington. As loss payee and/or mortgagee, please indicate the following:

Security Pacific Bank Washington

Specialized Industries Group Contractors 1301-5th Avenue

Seattle, Washington 98101

Should you not renew the policy, please notify us immediately.

Enclosed is a postage-paid envelope provided for your convenience. Please feel free to call me at (206) 621-5672 if you have any questions.

Thank you for your cooperation.

Sincerely.

Jul de 121-4213

Eddie Ly Eddie Lopez

Loan Documentation Specialist

cc: Mike Moroney Manson Const.



March 15, 1990

Socurity Pacific Bank Washington NA PO Box 3968 Seattle WA 98124-3966

Stanley T. Scott & Co., Inc. 2312 Eastlake Ave. E. Seattle, Washington 98102

Re: Customer Name: Manson Construction & Engineering Co. Policy Number: 81ACM 5463840

Exp. Date: 4-25-90

Insurance Type: property @

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Sup # 621-4213

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Seattle, Washington 98101

Should you not renew the policy, please notify us immediately.

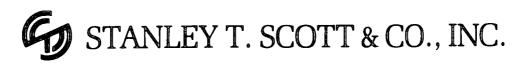
Enclosed is a postage-paid envelope provided for your convenience. Please feel free to call me at (206) 621-5672 1f you have any questions.

Thank you for your cooperation.

Sincerely.

Loan Dodumentation Specialist

čc:√Mike Moroney Manson Const.



2312 EASTLAKE AVE. E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

February 22, 1990

Othello Street Warehhouse Corporation c/o Maple Leaf Property Management 999 W. Hasting Street, #230 Vancouver, B.C., Canada V6C 2W2

Re: Property located 601 South Myrtle Seattle, WA

To whom it may concern:

This letter is written as a follow up to my letter of 7 February, 1990.

In reviewing that letter, I believe that I made it unclear that we (Manson) are relying on you to provide an insured value for the above noted building which is, of course, to be properly substantiated.

The attached certificate shows the current insured value. If you do not agree, please contact us soonest.

Very best regards,

Craig A. Pankow, MBA, ARM Vice President

cc: Manson Construction & Eng. Co.

2312 EASTLAKE AVE. E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

February 7, 1990

Othello Street Warehouse Corporation c/o Maple Leaf Property Management 999 W. Hastings Street, #230 Vancouver, B.C., Canada V6C 2W2

Re: Property located 601 South Myrtle Seattle, WA

To whom it may concern:

Please find attached a certificate of insurance on the above captioned building.

As specified in the contract between the parties, the building is insured at a value as provided and substantiated by our insured.

Thank you for your attention to this matter. If you do not agree with the contents of this letter or the attached certificate, please contact us immediately.

Best regards,

Craig A. Pankow, MBA, ARM Vice President

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Manson Construction & Engineering Co. P. O. Box 24067 Seattle, WA 98124			COMPANY C Companies thru West Coast Marine Managers, Inc.				
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	EMPL	and OYERS' LIABILITY					<b>S</b> .	(EACH ACCIDENT)
B	Prope	<b>OTHER</b> erty	81ACH 5463840	4/25/89	7-4/25/90	\$1,249,875 All Ri	sk/\$1,000 Ded	•
AS RES	PECTS LE o Street	Warehouse Corporat	ATED: 601 South Myrtle, Seattle, ion is loss payee					
Cai	ncellatio	pany will ende	the above described policies be of avor to mail <u>10</u> days written to shall impose no obligation or lia	notice to the	below na	med certificate ho	of, the issuing older, but fail	com- ure to
		NAME AND ADDRESS OF CE	RTIFICATE HOLDER			4/25/89		
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		<u> </u>				H. E. Cook/d	p	

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Hanson	MAME AND ADDRESS OF INSURED  Hanson Construction & Engineering Co.		COMPANY C					
	Box 24067 e, WA 98124			COMPANY D				
			COMP		No. 20			
of any contract	ify that policies of insurance list ct or other document with resp ions and conditions of such po	ed below have been issued to the insured nam bect to which this certificate may be issued o plicies.	ed abov r may p	e and are in force at this ertain, the insurance af	itime. Notwithstanding a forded by the policies des	iny requirement, te scribed herein is si	rm or condition object to all the	
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER		POLICY EXPIRATION DATE	Limits of Liab	EACH OCCURRENCE	ds (000) AGGREGATE	
A G	GENERAL LIABILITY				BODILY INJURY	S	s	
⊡₁	COMPREHENSIVE FORM PREMISES—OPERATIONS EXPLOSION AND COLLAPSE	RA 018690I		3/1/89 3/1/90	PROPERTY DAMAGE	\$	\$	
	HAZARD  UNDERGROUND HAZARD  PRODUCTS/COMPLETED  OPERATIONS HAZARD  CONTRACTUAL INSURANCE  BROAD FORM PROPERTY  DAMAGE  INDEPENDENT CONTRACTORS				BODILY INJURY AND PROPERTY DAMAGE COMBINED	s 1,000,	s 1,000,	
i i—.	PERSONAL INJURY				PERSONAL II	NJURY	s INCLUDED	
AU	TOMOBILE LIABILITY				BODILY INJURY (EACH PERSON)	s	INCLUDED	
	COMPREHENSIVE FORM OWNED				BODILY INJURY (EACH ACCIDENT)	\$		
	HIRED NON-OWNED				PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$		
	EXCESS LIABILITY  UMBRELLA FORM  OTHER THAN UMBRELLA FORM			1	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$	
WOR	RKERS' COMPENSATION				STATUTORY			
EM	MPLOYERS' LIABILITY					\$	(EACH ACCIDENT)	
B Pr	OTHER roperty	81ACH 5463840		4/25/89-4/25/90	\$1,249,875 All Ri	sk/\$1,000 Ded	•	
AS RESPECTS Othello Str	lation: Should any of pany will endemail such notic	ATED: 601 South Myrtle, Seattle, ion is loss payee  the above described policies be cavor to mail 10 days written shall impose no obligation or lial	ancell	e to the below na	amed certificate ho	_		
ACORD 25 (1-79)	660 South Othe Seattle, WA 98	llo Street		<u> </u>	AUTHORIZED RE H. E. Cook/d			





December 23, 1997

Donald J. Verfurth Carney Badley Smith & Spellman 2200 Columbia Center 701 Fifth Avenue Seattle Wa. 98104-7091



Re: Insured:

Manson Construction & Engineering Co. Inc.

Claimant:

Othello Street Warehouse Corporation

Site:

Othello Street Property, Harbor Island Wa.

Policies: 52 C A

52 C A84500 1-1-68 to 1-1-69 (unconfirmed) 52 C A84501 1-1-70 to 1-1-71 (unconfirmed)

52 C A84501 1-1-70 to 1-1-71 (unconfirmed) 52 C A84501 1-1-71 - 1-1-72 (unconfirmed)

Dear Mr. Verfurth,

We acknowledge receipt of the notice of potential claim in the above captioned matter. As we discussed by phone today, at this time, it appears Manson purchased the site in question June 16, 1982. This date would be after the date our alleged policies would have been in effect, and as such we would have no potential exposure for this site. You advised that there may be a question of when the property actually came into existence, since it was constructed from fill brought to the site. Should evidence be uncovered that Manson was involved at this site earlier, please provide it for our review.

At this time, based upon the information that has been provided to us to date, The Hartford is unable to make a determination as to whether Manson Construction & Engineering Co. Inc is entitled to any rights or coverage in connection with any actions or proceedings relating to the above referenced matter under any policy of insurance allegedly issued to Manson Construction & Engineering Co. Inc by The Hartford.

The Hartford will conduct an investigation into this matter, however, be advised that The Hartford's investigation of this matter is without prejudice, and is not intended to waive any rights or obligations of either Manson Construction & Engineering Co. Inc or The Hartford under any

Claim and Legal Management Serv Environmental Claim Office 7670 South Chester Street Englewood, CO 80112 P.O. Box 5188 Denver, CO 80217-5188 303 645 8500 303 768 8418 Fax Our position remains that we are unable to determine the terms, conditions, limits and special endorsements that may have applied to the policies that you have tendered and that Hartford cannot accept these matters as covered, on the basis of the information provided.

3

Bill Lee has also previously that we had been in contact with Kathy Egan, who had been a Marine Manager in San Francisco with Hartford. Ms. Egan indicated that she recalled that Marine coverage had been written for Manson but that she could not confirm that liability coverage had been written and she then referred Mr. Lee to Bill Ober who was the casualty manager at the time. You have been previously provided with copies of form L-3503 and L-3334, as the forms which most likely would have been on a casualty policy for the period of time at issue. My review of this matter indicates that a different set of forms should have been provided for the time period in question. We then provided copies of form L-3003, and form 8089, which were in use for the 1968 to 1973 time period. Form L-3334 would have been in use from 1970 to 1973. Form 8117 was also sent to you, and was in use from 1/73 forward, along with form L-3503 which was previously provided. Forms 8089 and 8117 contain terms and conditions that may have been attached to the policy forms themselves. These forms were provided pursuant to the State of Washington's regulatory requirements and are not an admission by Hartford that the policies tendered contained those forms or that Hartford is able to determine its responsibilities under the alleged policies in the absence of adequate proofs of the policy, terms, conditions, limits and any special endorsements that may apply.

We have since contacted Mr. Ober who advises that he does not recall the Manson account, that it was unusual to have a Broker sign off on Hartford documents and that the San Francisco office would have been authorized to sign off on Hartford policies, and the documents created subsequent to their issuance, generated in the State of Washington. We have also been provided with the names of two other individuals who may know something about the underwriting history, Tom Mahoney and Al Crowley.

I have also been able to discuss this matter with the following ex Hartford employees, whose names your broker Hal Cook provided.

I spoke with Charles Leppich, who was in our marketing department back in the 1970's. He said he did not recall any of the entities involved. He recognized the name Hal Cook (broker), and said he thought Cook was a marine writer. Other than that, he could recall nothing else.

I also talked to Richard Berry. Mr. Berry was also in marketing. He had no recollection of Manson, Elmer F Edwards or Haug. He thought he recalled hearing of Hal Cook the Broker, but couldn't recall for sure.

I also spoke with Kathy Egan, who advised me that she recalled Manson Construction, but not Elmer F Edwards or Haug. Ms. Egan was a marine underwriter, and indicated Manson probably had Hull & Machinery coverage, protection & indemnity for crew or Marine employers, and possibly a misc. cargo policy. She had no knowledge of any other coverage, either auto or CGL, and would have had no reason to have known about Manson's other coverage.

We could not locate Fred Chadwick, and John Hewitt is listed as deceased 8-17-86.

We have also advised you of our other efforts to recover the policies that you have tendered in previous correspondence.

Hartford must maintain its position as previously related to you.

Hartford believes that it is in compliance with the regulations set forth by the Department of Insurance in the State of Washington.

We also note that the regulations do provide a mediation procedure which may be applicable to this matter. We remain available to participate in mediation, should Manson request it.

Sincerely yours,

Ernest Schocklin
Environmental Claim Consultant

CC: Hal Cook Stanley T. Scott & Co. Inc. 2312 Eastlake Avenue East Seattle, WA 98102

> Pete Paup Manson Construction & Engineering Co. Inc. P.O. Box 24067 Seattle Wa. 98124-0067

CARNEY BADLEY SPELLMAN

Donald J. Verfurth

LAW OFFICES
A PROFESSIONAL SERVICE CORPORATION

700 FIFTH AVENUE, SUITE 5800 SEATTLE, WA 98104-5017 FAX (206) 622-8983 TEL (206) 622-8020 DIRECT LINE (206) 689-4324

Email: verfurth@carneylaw.com

September 6, 2002

VIA FACSIMILE (206) 956-9623

Ms. Ruth Cox Raleigh, Schwarz & Powell P.O. Box 24347 2101 Fourth Ave, Suite 600 Seattle, WA 98121

Re: Manson Construction Co. -Othello Street Warehouse

Dear Ms. Cox:

Enclosed is a copy of the Complaint filed against Manson Construction Company with regard to the Othello Street Warehouse site. Would you please file an Accord for the National Union Insurance Company Pittsburgh policy GLA 5011041RA. You can indicate that if AIG needs more information it can contact me. I would appreciate it if you would send a copy of the Accord to me before you send it to the insurance company so I can make sure that it is consistent with the tenders provided to the other insurance companies.

We will take care of providing notice and tender to the London Underwriters, Harbor (CAN), Hartford, and The Home.

As Gary Stone mentioned, however, we need the address you used to provide notice to Lloyd's of London (Price Forbes), Crump & Spence Pitts. Once we have those we will provide formal notice and tender to each of the London carriers. For your reference we have enclosed a copy of the previously issued Accords.

Thank you for your assistance.

Very truly yours,

CARNEY BADLEY SPELLMAN, P.S.

Donald J. Verfurth

DJV:cdc Enclosure

cc:

Gary Stone

Richard Dolmseth

CARNEY BADLEY SPELLMAN

Donald J. Verfurth

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Email: verfurth@carneylaw.com

September 13, 2002

## U.S. MAIL AND CERTIFIED, RETURN RECEIPT REQUESTED

Linda B. Clapham, Esq. Lane Powell Spears Lubersky LLP 1420 Fifth Avenue, Suite 4100 Seattle, WA 98101-2338

Janis Severson Risk Enterprise Management Ltd. 1355 Mendota heights, Suite 130 Mendota Heights, MI 55120-1112

Price Forbes
Victoria House
Queens Road
Norwich, Norfolk
NR 1 3QQ
England

Margaret Rider Environmental Claims CNA Insurance Companies 1100 Cornwall Road Monmouth Junction, N.J. 08852

Carl E. Forsberg, Esq. Forsberg & Umlauf 900 Fourth Avenue, Suite 1700 Seattle, WA 98164-1039

Crump Insurance Services Northwest 21540 - 30th Drive SE, Suite 100 Bothell, WA 98021

Re:

Othello Street Warehouse Site

Insured:

Manson Construction Company

Claim:

Seattle Iron & Metals Corporation v. Crown Court & Seal Company,

Inc., et al.

### Dear Insurers:

As you know, we previously provided you notice that the plaintiff, Seattle Iron & Metals Corporation, had filed suit against Crown Court & Seal Company and that the Complaint named Manson Construction Company as a defendant, although Manson had not yet been served. Manson was served on Friday, August 30, 2002. A copy of the complaint is enclosed. We are told by plaintiff's counsel that plaintiff's focus is still on Continental Can and/or the company affiliated with Continental Can, which bears responsibility as successor to Continental Can's operations on



Insurers September 13, 2002 Page 2

the site. Nonetheless, because of Court rules, plaintiff was forced to serve Manson. That also means that we must respond.

We have been given a 60-day extension of time to file an Answer, so we will file a Notice of Appearance but will not file an Answer until November 18, 2002. This extension, however, is contingent upon plaintiff's right to notify us that the case is progressing at such a speed that an Answer is necessary and request that an Answer be filed within seven days.

We are told that we will be provided a report shortly providing more factual information regarding the claim. At this point, all we know is that there was some contamination to soil and groundwater at the site that Seattle Iron & Metals Corporation remediated sometime in the past two years. The contamination is likely the result of Continental Can's operations, since Manson did nothing on the site that could have resulted in any contamination.

As soon as we receive additional information, we will provide it to you. In the meantime, we formally tender the defense and indemnity of this claim to each of you, jointly and severally, under the following policies.

## 1957-1968 Lloyds of London (Price Forbes)

Cert No.	W 20389 L/C
	W 20733 L/C
	W 21055 L/C
	SS106
1965-1966	UA 49487
1966-1967	UA 58438
1966-1968	UA 68081

1966-1968 Wigham Richards/Sedgwick Group

SS 1211 SS 1277 221353

1968-1975 Hartford

1968-1969 52 CA 84500 1969-1975 52 CA 84501, 84501E

1972-1975 Harbor (CNA) (Swett & Crawford)

1974-1981	The Home
	1974-1976 GA 4704165
	1976-1977 GA 9252764
	1977-1978 GA 9375538
	1978-1979 GA 9561387
	1979-1980 GA 9709866
	1980-1981 GA 9985236
1980-1981	Lloyds of London (Crump - Spence Pitts)
	UL 4354, 4355, NAC 43202/NAC 43203
1981-1982	Spence Pitts
	UL 49411981
1982-1983	Spence Pitts
	UL 4941A
1983-1984	Spence Pitts/Crump
	LC 15712
1984-1985	Spence Pitts/Crump
	LC 13634LL
1988-1989	National Union Fire Insurance Company of Pittsburgh, PA GLA 5011041RA

If you have any questions, please do not hesitate to contact us.

Very truly yours,

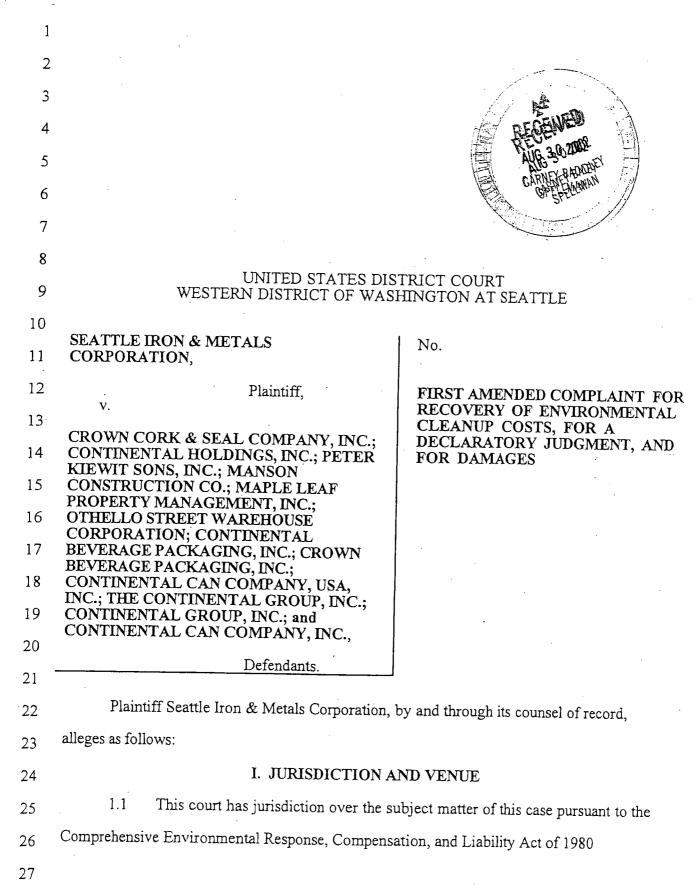
CARNEY BADLEY SPELLMAN, P.S.

Donald J. Verfurth

DJV:cw

cc: Mr. Richard Dolmseth

Ms. Pat Dawydowych Mr. Curt H. Feig, Esq.



28 COMPLAINT PAGE 1

1	("CERCLA"), 42 U.S.C. § 9601 et. seq. as amended by the Superfund Amendment and
2	Reauthorization Act of 1986 ("SARA"), 42 U.S.C. § 9613(b).
3	1.2 This court has jurisdiction over the subject matter of this action pursuant to 28
4	U.S.C. §§ 2201 and 1331, because this civil action arises under the laws of the United States.
5	1.3 This court has subject matter jurisdiction over the state law claims asserted
6	herein based on the supplemental jurisdiction provided in 28 U.S.C. § 1367. The claims under
7	state law arise out of the same nucleus of operative facts as the claims under federal law. The
8	federal claims are substantial. The state and federal claims are so intertwined that it is
9	appropriate for this court to exercise its jurisdiction over the state law claims set forth in this
10	Complaint.
11	1.4 The Western District of Washington is the proper venue for this action
12	pursuant to 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391 because the "release or damages
13	occurred" at a location within the Western District.
14	II. PARTIES
15	2.1 Plaintiff SEATTLE IRON & METALS CORPORATION ("SIMC") is a
16	Washington corporation, and maintains its principal place of business in Seattle, Washington.
17	2.2 Defendant CROWN CORK & SEAL COMPANY, INC., is a Pennsylvania
18	corporation doing business in the State of Washington.
19	2.3 Defendant CONTINENTAL HOLDINGS, INC., is a Wyoming corporation
20	not authorized to do business in the State of Washington.
21	2.4 Defendant PETER KIEWIT SONS, INC., is a Delaware corporation doing
22	business in the State of Washington.
23	2.5 Defendant MANSON CONSTRUCTION CO. is a Washington corporation
24	doing business in the State of Washington.
25	2.6 Defendant MAPLE LEAF PROPERTY MANAGEMENT, INC., is a
26	Canadian corporation doing business in the State of Washington.
27	

1	2.7	Defendant OTHELLO STREET WAREHOUSE CORPORATION is a
2	Washington	corporation doing business in the State of Washington.
3	2.8	Defendant CONTINENTAL BEVERAGE PACKAGING, INC., is a Delaware
4	corporation d	oing business in the State of Washington.
5	2.9	Defendant CROWN BEVERAGE PACKAGING, INC., is a Delaware
6	corporation d	oing business in the State of Washington.
7	2.10	Defendant CONTINENTAL CAN COMPANY, USA, INC., is a Delaware
8	corporation d	oing business in the State of Washington.
9	2.11	Defendant THE CONTINENTAL GROUP, INC., is a New York corporation
10	doing busines	s in the State of Washington.
11	2.12	Defendant CONTINENTAL GROUP, INC., is a Delaware corporation doing
12	business in the	e State of Washington.
13	2.13	Defendant CONTINENTAL CAN COMPANY, INC., is a Delaware
14	corporation do	oing business in the State of Washington.
15		Corporate History
16	2.14	On information and belief, CONTINENTAL CAN COMPANY, INC., was
17	incorporated in	n 1913 and began doing business in the State of Washington as early as 1932. In
18	1976, CONTI	NENTAL CAN COMPANY, INC., changed its name to CONTINENTAL
19	GROUP, INC	. In 1982, CONTINENTAL GROUP, INC., merged with and into itself as
20	THE CONTIN	NENTAL GROUP, INC.
21	2.15	On information and belief, in 1984, PETER KIEWIT SONS, INC., acquired all
22	ownership, sto	ock, rights, and liabilities of THE CONTINENTAL GROUP, INC. In 1985,
23	THE CONTIN	NENTAL GROUP, INC., changed its name to CONTINENTAL CAN
24	COMPANY, I	USA, INC. In 1989, CONTINENTAL CAN COMPANY, USA, INC.,
25	changed its na	me to CONTINENTAL BEVERAGE PACKAGING, INC.
26	2.16	On information and belief, sometime between 1984 and 1990,
27	CONTINENT	AL HOLDINGS, INC., a subsidiary of PETER KIEWIT SONS, INC., acquired

1	the stock of THE CONTINENTAL GROUP, INC., and/or CONTINENTAL CAN
2	COMPANY, USA, INC., and/or CONTINENTAL BEVERAGE PACKAGING, INC.
3	2.17 On information and belief, in 1990, CROWN CORK & SEAL COMPANY,
4	INC., or CROWN BEVERAGE PACKAGING, INC. acquired all outstanding stock of
5	CONTINENTAL BEVERAGE PACKAGING, INC., from CONTINENTAL HOLDINGS,
6	INC.
7	2.18 SIMC believes that all liabilities of CONTINENTAL CAN COMPANY, INC
8	arising out of ownership or operation of the Site (defined below) were assumed expressly or
9	by operation of law by one or more of the above-named defendants. At the present time,
10	SIMC does not have access to all information regarding the various inter-company transfers
11	alleged above. One or more defendants do possess the information and knowledge necessary
12	to determine which defendant or defendants, or what non-parties, are liable for the ownership
13	or operation of the Site by CONTINENTAL CAN COMPANY, INC. In the event that
14	environmental liabilities for the Site were sold or otherwise transferred to an entity other than
15	one identified as a defendant in this action, SIMC reserves the right to amend its Complaint to
16	identify any such entity as a defendant.
17	III. FACTUAL ALLEGATIONS
18	Ownership Of Site
19	From approximately 1936 to approximately 1982, CONTINENTAL CAN
20	COMPANY, INC., and its successor corporations CONTINENTAL GROUP, INC., and
21	THE CONTINENTAL GROUP, INC., owned and operated an 8.5-acre parcel of land ("the
22	Site") located in Seattle, Washington, bordered on the west by the Duwamish Waterway, on
23	the north by Myrtle Street, on the east by 7 th Avenue, and on the south by a separate parcel.
24	The legal description of the Site is attached as Exhibit 1.
25	3.2 CONTINENTAL CAN COMPANY, INC.; CONTINENTAL GROUP, INC.;
26	and THE CONTINENTAL GROUP, INC., used the Site to manufacture metal cans.
.27	

1	3.3 During operations at the Site between 1936 and 1982, CONTINENTAL CAN
2	COMPANY, INC., and/or CONTINENTAL GROUP, INC., and/or THE CONTINENTAL
3	GROUP, INC., constructed and used at least seven petroleum product underground storage
4	tanks ("USTs"), five above-ground storage tanks ("ASTs"), an above-ground oil pipeline, and
5	a pump house. In addition, CONTINENTAL CAN COMPANY, INC., and/or
6	CONTINENTAL GROUP, INC., and/or THE CONTINENTAL GROUP, INC., constructed
7	and used a warehouse, paint shop, oil house, and a boiler house in conjunction with canning
8	operations.
9	3.4 In 1982, MANSON CONSTRUCTION CO. purchased the Site. Between
10	1982 and 1988, MANSON CONSTRUCTION CO. leased the property to various tenants,
11	including Messans Traffic, Mega Terminals, Norse Pacific & Steamship Line, and Pacific
12	Terminals, all of whom used the Site for their warehousing and other activities.
13	3.5 In 1988, OTHELLO STREET WAREHOUSE CORPORATION, a subsidiary
14	of MAPLE LEAF PROPERTY MANAGEMENT, INC., purchased the Site. OTHELLO
15	STREET WAREHOUSE CORPORATION continued to lease the property to Pacific
16	Terminals.
17	3.6 In 1996, a preliminary environmental site assessment of the Site indicated the
18	potential for multiple sources of petroleum hydrocarbons and other compounds at the Site. In
19	approximately 1997 or 1998, MAPLE LEAF PROPERTY MANAGEMENT, INC.,
20	commenced a voluntary cleanup of certain portions of the Site.
21	In 1998, SIMC purchased the Site. As a remedial measure, SIMC excavated
22	large quantities of contaminated soil and covered or "capped" the entire Site with a low-
23	permeable asphaltic concrete pavement to minimize infiltration.
24	Operations And Site Contamination
25	3.8 On information and belief, the operations conducted by CONTINENTAL
26	CAN COMPANY, INC.; CONTINENTAL GROUP, INC.; THE CONTINENTAL
27	GROUP, INC.; CONTINENTAL CAN COMPANY, USA, INC.; and CONTINENTAL
28	

1	DEVERAGE PACKAGING, INC., from 1936 to 1990 caused soils and groundwater at the
2	Site to become contaminated with petroleum hydrocarbons and hazardous substances.
3	3.9 On information and belief, the operations conducted by PETER KIEWIT
4	SONS, INC., and CONTINENTAL HOLDINGS, INC., and their subsidiary corporations
. 5	from 1984 to 1990 caused soils and groundwater at the Site to become contaminated with
6	petroleum hydrocarbons and hazardous substances.
7	3.10 On information and belief, the operations conducted by predecessors in interest
8	of CROWN CORK & SEAL COMPANY, INC., and/or CROWN BEVERAGE
9	PACKAGING, INC. between 1936 and 1990 caused soils and groundwater at the Site to
10	become contaminated with petroleum hydrocarbons and hazardous substances.
11	IV. LEGAL CLAIMS
12	A. First Cause of Action — Recovery of Response
13	Costs and Contribution Under CERCLA
14	4.1 SIMC realleges all preceding paragraphs as if fully set forth herein.
15	4.2 The Comprehensive Environmental Response, Compensation, and Liability
16	Act ("CERCLA"), 42 U.S.C. §§ 9607 and 9613, provides a right of action for private parties
17	to recover the costs of responding to the release, or threatened release, of hazardous
18	substances into the environment from past and present owners and operators of contaminated
19	facilities or from those who have arranged for the disposal of hazardous substances.
20	The Site is a "facility" as that term is used in 42 U.S.C. § 9601(9).
21	4.4 SIMC; CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL
22	HOLDINGS, INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.;
23	MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE
24	CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN
25	BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
26	CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
27	CAN COMPANY, INC., are a "persons" as that term is defined in 42 U.S.C. § 9601(21).
28	COMPLAINT BROWN REAVIS & MANNING PLLC

- 1 4.5 There has been a release of "hazardous substances," as that term is defined in
- 2 42 U.S.C. § 9601(14), into the environment at, near, and from the Site.
- 3 4.6 The release of hazardous substances into the environment at the Site has
- 4 required and will in the future require response action and the expenditure of response costs
- 5 with respect to the facility, as those terms are used in 42 U.S.C. §§ 9607 and 9613.
- 6 4.7 The response action undertaken and to be undertaken by SIMC and the costs
- 7 thereby incurred are or will be "not inconsistent" with the national contingency plan as that
- 8 term is used in 42 U.S.C. §§ 9607 and 9613.
- 9 4.8 SIMC has satisfied any and all conditions precedent to the undertaking of
- 10 response actions and the incurring of response costs with respect to the facility and to the
- 11 recovery of such costs from defendants.
- 12 4.9 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
- 13 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
- 14 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
- 15 PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
- 16 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
- 17 GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., owned and/or operated the
- 18 Site at the time that hazardous substances were deposited there. The operations and related
- activities of these entities created liability under 42 U.S.C. § 9607(a)(2) and (a)(3).
- 20 4.10 CROWN CORK & SEAL COMPANY, INC., and/or CROWN BEVERAGE
- 21 PACKAGING, INC. are successors in interest to CONTINENTAL BEVERAGE
- 22 PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
- 23 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
- CAN COMPANY, INC., and assumed their liability under 42 U.S.C. § 9607(a)(2) and (a)(3)
- 25 and under common law principles of successor liability.
- 26 4.11 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
- 27 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP.

- 1 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
- 2 CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
- 3 INC. are liable to SIMC pursuant to 42 U.S.C. § 9607(a) for all response costs incurred and to
- 4 be incurred by SIMC as a result of the release of hazardous substances into the environment
- 5 from the Site. CROWN CORK & SEAL COMPANY, INC. and CROWN BEVERAGE
- 6 PACKAGING, INC. are also liable to SIMC pursuant to 42 U.S.C. § 9613(f) for all response
- 7 costs that SIMC has incurred and will incur.
- 8 4.12 CONTINENTAL HOLDINGS, INC., is a successor in interest to THE
- 9 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
- 10 CAN COMPANY, INC., and assumed their liability under 42 U.S.C. § 9607(a)(2) and (a)(3)
- and under common law principles of successor liability.
- 4.13 As a successor in interest to THE CONTINENTAL GROUP, INC.;
- 13 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
- 14 CONTINENTAL HOLDINGS, INC., is liable to SIMC pursuant to 42 U.S.C. § 9607(a) for
- all response costs incurred and to be incurred by SIMC as a result of the release of hazardous
- substances into the environment from the Site. CONTINENTAL HOLDINGS, INC., is also
- liable to SIMC pursuant to 42 U.S.C. § 9613(f) for all response costs that SIMC has incurred
- and will incur.
- 19. 4.14 PETER KIEWIT SONS, INC., is a successor in interest to THE
- 20 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
- 21 CAN COMPANY, INC., and assumed their liability under 42 U.S.C. § 9607(a)(2) and (a)(3)
- 22 and under common law principles of successor liability.
- 23 4.15 As a successor in interest to THE CONTINENTAL GROUP, INC.:
- 24 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., PETER
- 25 KIEWIT SONS, INC., is liable to SIMC pursuant to 42 U.S.C. § 9607(a) for all response
- 26 costs incurred and to be incurred by SIMC as a result of the release of hazardous substances

1	into the environment from the Site. PETER KIEWIT SONS, INC., is also liable to SIMC
2	pursuant to 42 U.S.C. § 9613(f) for all response costs that SIMC has incurred and will incur.
3	4.16 Each of the defendants is liable to SIMC, pursuant to 42 U.S.C. §§ 9607 and
4	9613, for the costs SIMC has incurred and will continue to incur in response to the release or
5	threatened release of hazardous substances at and near the facility, plus interest thereon, at th
6	maximum rate allowed by law, from the that SIMC expended such funds.
7	4.11 SIMC is entitled to a declaratory judgment on the liability of CROWN CORK
. 8	& SEAL COMPANY, INC.; CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS,
9	INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT,
10	INC.; OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL
11	BEVERAGE PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.;
12	CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.;
13	CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., for all
14	future response costs pursuant to 42 U.S.C. § 9613(g)(2).
15 _.	B. Second Cause of Action — Recovery of Response Costs and Contribution Under MTCA
17	
	5.1 SIMC realleges the preceding paragraphs as if fully set forth herein.
18	<ul> <li>5.1 SIMC realleges the preceding paragraphs as if fully set forth herein.</li> <li>5.2 CROWN CORK &amp; SEAL COMPANY, INC.; CONTINENTAL HOLDINGS</li> </ul>
18 19	b Francisco de la companya de la com
	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS
19	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF
19 20	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE
19 20 21	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN
19 20 21 22	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; THE
19 20 21 22 23	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
19 20 21 22 23 24	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., are "owners" or "operators" of the Site, as those terms are defined
<ol> <li>19</li> <li>20</li> <li>21</li> <li>22</li> <li>23</li> <li>24</li> <li>25</li> </ol>	5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., are "owners" or "operators" of the Site, as those terms are defined under the Model Toxics Control Act ("MTCA"), RCW 70.105D.020(12).

- 1 5.4 Petroleum hydrocarbons are hazardous substances under MTCA,
- 2 RCW 70.105D.020(7)(d).
- 3 5.5 CROWN CORK & SEAL COMPANY, INC., and/or CROWN BEVERAGE
- 4 PACKAGING, INC. are successors in interest to CONTINENTAL BEVERAGE
- 5 PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
- 6 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
- 7 CAN COMPANY, INC., which owned and operated the Site at the time of disposal or release
- 8 of hazardous substances, including petroleum hydrocarbons, at the Site.
- 9 5.6 CONTINENTAL HOLDINGS, INC., is a successor in interest to THE
- 10 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
- 11 CAN COMPANY, INC., which owned and operated the Site at the time of disposal or release
- of hazardous substances, including petroleum hydrocarbons, at the Site.
- 5.7 PETER KIEWIT SONS, INC., is a successor in interest to THE
- 14 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
- 15 CAN COMPANY, INC., which owned and operated the Site at the time of disposal or release
- of hazardous substances, including petroleum hydrocarbons, at the Site.
- 17 5.8 Pursuant to RCW 70.105D.040 and RCW 70.105D.080, CROWN CORK &
- 18 SEAL COMPANY, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL
- 19 HOLDINGS, INC.; and PETER KIEWIT SONS, INC., as successors to owners or operators
- 20 of the Site, are strictly liable for all remedial action costs incurred and to be incurred by SIMC
- 21 and in response to the release of hazardous substances at the Site, including attorneys fees and
- 22 costs.
- 23 5.9 MANSON CONSTRUCTION CO.; OTHELLO STREET WAREHOUSE
- 24 CORPORATION; AND MAPLE LEAF PROPERTY MANAGEMENT, INC., owned
- 25 and/or operated the Site at the time of disposal or release of hazardous substances, including
- 26 petroleum hydrocarbons, at the Site.

1	5.10 Pursuant to RCW 70.105D.040 and RCW 70.105D.080, MANSON	
2	CONSTRUCTION CO.; OTHELLO STREET WAREHOUSE CORPORATION; and	
3	MAPLE LEAF PROPERTY MANAGEMENT, INC., as owners or operators of the Site, a	re
4	strictly liable for all remedial action costs incurred and to be incurred by SIMC and in	
5	response to the release of hazardous substances at the Site, including attorneys fees and cost	s.
6	C. Third Cause of Action - Declaratory Relief	
7	Under Federal Law	
8	6.1 SIMC realleges the preceding paragraphs as if fully set forth herein.	
9	6.2 An actual controversy within the jurisdiction of this court exists between	
10	SIMC and Defendants CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL	
11	HOLDINGS, INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.;	
12	MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUS	Ξ
13	CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN	
14	BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE	
15	CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL	
16	CAN COMPANY, INC.	
17	Pursuant to 28 U.S.C. § 2201, SIMC is entitled to a declaratory judgment that	
18	Defendants are liable for response costs to be incurred by SIMC in the future as a result of the	e
19	release or hazardous substances from the Site into the environment.	
20	D. Fourth Cause of Action — Declaratory Relief	
21	Under State Law	
22	7.1 SIMC realleges the preceding paragraphs as if fully set forth herein.	
23	7.2 An actual controversy within the jurisdiction of this court exists between	
24	SIMC and Defendants CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL	
25	HOLDINGS, INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.;	
26	MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE	
27	CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN	
28	OMPLAINT BROWN REAVIS & MANNING PLLC	

- 1 BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
- 2 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
- 3 CAN COMPANY, INC.
- 4 7.3 Pursuant to RCW Chapter 7.24, SIMC is entitled to a declaratory judgment
- 5 that Defendants are liable for response costs to be incurred by SIMC in the future as a result
- of the release or threatened release of hazardous substances from the Site into the
- 7 environment.

## E. Fifth Cause of Action — Negligence

- 9 8.1 SIMC realleges the preceding paragraphs as if fully set forth herein.
- 10 8.2 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
- 11 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
- 12 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
- 13 PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
- 14 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
- GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., owed SIMC a duty to use
- reasonable care when handling hazardous substances used in or generated by operations at the
- 17 Site.
- 18 8.3 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
- 19 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
- 20 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
- PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
- 22 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
- 23 GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., breached their duty of
- reasonable care by unreasonably and improperly handling hazardous substances at the Site,
- such that those hazardous substances were released into the environment at the Site.
- 26 8.4 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
- 27 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP,

- 1 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
- 2 CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
- 3 INC. are liable for all damages proximately caused by the negligent operations of these entities.
- 4 8.5 As a successor in interest to THE CONTINENTAL GROUP, INC.;
- 5 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
- 6 CONTINENTAL HOLDINGS, INC., is liable for all damages proximately caused by the
- 7 negligent operations of these entities.
- 8.6 As a successor in interest to THE CONTINENTAL GROUP, INC.;
- 9 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., PETER
- KIEWIT SONS, INC., is liable for all damages proximately caused by the negligent operations
- 11 of these entities.

### F. Sixth Cause of Action — Nuisance

- 9.1 SIMC realleges the preceding paragraphs as if fully set forth herein.
- 14 9.2 The release of hazardous substances into the environment at the Site
- substantially and unreasonably interferes with SIMC's use and enjoyment of the property it
- owns and possesses, and therefore constitutes a nuisance.
- 9.3 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
- 18 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
- 19 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
- 20 PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
- 21 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
- GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., created and maintained a
- 23 nuisance that has caused SIMC damages, which include, without limitation, remediation costs,
- 24 diminished property value, lost profits, and interference with business operations.
- 25 9.4 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
- 26 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP,
- 27 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,

1	CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
2	INC. are liable for all damages proximately caused by the creation and maintenance of the
3	nuisance, and for all actions necessary to abate the nuisance.
4	9.5 As a successor in interest to THE CONTINENTAL GROUP, INC.;
5	CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
6	CONTINENTAL HOLDINGS, INC., is liable for all damages proximately caused by the
7	creation and maintenance of the nuisance, and for all actions necessary to abate the nuisance.
8	9.6 As a successor in interest to THE CONTINENTAL GROUP, INC.;
9	CONTINENTAL GROUP, INC., and CONTINENTAL CAN COMPANY, INC., PETER
10	KIEWIT SONS, INC., is liable for all damages proximately caused by the creation and
11	maintenance of the nuisance, and for all actions necessary to abate the nuisance.
12	G. Seventh Cause of Action — Trespass
13	10.1 SIMC realleges the preceding paragraphs as if fully set forth herein.
14	10.2 The operations of CONTINENTAL HOLDINGS, INC.; PETER KIEWIT
15	SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY
16	MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE CORPORATION;
17	CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN BEVERAGE
18	PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
19	CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
20	CAN COMPANY, INC., caused hazardous substances to contaminate the environment at the
21	Site, thereby invading SIMC's interest in exclusive possession of its property.
22	10.3 SIMC has not given permission for such contamination of the property it owns
23	and possesses.
24	10.4 The presence of hazardous substances in the environment at the Site, and their
25	continued spreading, constitutes a continuing trespass. This trespass has caused harm and
26	continues to cause harm to SIMC and to the property it owns and possesses. Without
27	

- limitation, SIMC's damages include remediation costs, diminished property value, lost profits,
- 2 and interference with business operations.
- 3 10.5 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
- 4 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP,
- 5 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
- 6 CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
- 7 INC. are liable for all damages proximately caused by the continuing trespass.
- 8 10.6 As a successor in interest to THE CONTINENTAL GROUP, INC.;
- 9 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
- 10 CONTINENTAL HOLDINGS, INC., is liable for all damages proximately caused by the
- 11 continuing trespass.
- 12 10.7 As a successor in interest to THE CONTINENTAL GROUP, INC.;
- 13 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., PETER
- 14 KIEWIT SONS, INC., is liable for all damages proximately caused by the continuing trespass.
- 15 V. PRAYER FOR RELIEF
- WHEREFORE, SIMC prays for relief as follows:
- 17 For an award of damages against Defendants for all response costs incurred by
- 18 SIMC in connection with the Site as of the time of trial and for all other damages specified
- above, in an amount to be proven at trial.
- 20 2. For a declaration that Defendants are jointly and severally liable for all
- 21 response costs already incurred or to be incurred in the future by SIMC as a result of releases
- of hazardous substances at the Site.
- 3. For an award of all other damages described above, in an amount to be proven
- 24 at trial.
- For an award to SIMC of its costs and disbursements incurred herein, including
- but not limited to, attorneys' fees and costs against Defendants.
- 5. For such other and further relief as the Court deems just and equitable.

Dated this 30th day of August, 2002. BROWN REAVIS & MANNING PLLC Gillis E. Reavis, WSBA No. 21451 Stephen J. Tan, WSBA No. 22756 Attorneys for Plaintiff 

CARNEY BADLEY SPELLMAN

Donald J. Verfurth

LAW OFFICES
A PROFESSIONAL SERVICE CORPORATION

700 FIFTH AVENUE, SUITE 5800 SEATTLE, WA 98104-5017 FAX (206) 622-8983 TEL (206) 622-8020 DIRECT LINE (206) 689-4324

Email: verfurth@carneylaw.com

September 3, 2002

Rodney L. Brown, Jr., Esq. Marten Brown 1191 Second Avenue, Suite 2200 Seattle, WA 98101

Re: Seattle Iron & Metals Corporation v. Crown Court & Seal Company, Inc., et al.

Dear Mr. Brown:

This is to confirm that you have agreed to provide Manson Construction Company a 60-day extension for answering the Complaint filed last Friday. That would mean an Answer is due November 18, 2002. We understand that this extension is contingent upon plaintiff having the right to inform Manson Construction Company that the case has moved forward to such a degree that an Answer from Manson is necessary, giving us seven days to provide the Answer.

Very truly yours,

CARNEY BADLEY SPELLMAN, P.S.

Donald J. Verfurth

Coned July

DJV:cw

cc: Mr. Richard Dolmseth

# United States Bistrict Court

DISTRICT OF

WASHINGTON AT SEATTLE

SEATTLE IRON & METALS CORPORATION.

SUMMONS IN A CIVIL CASE

CASE NUMBER: C 02 - 1158

CROWN CORK & SEAL COMPANY, INC., et al.

TO: (Name and address of defendant)

MANSON CONSTRUCTION CO. c/o Richard L. Dolmseth 5209 E. Marginal Way S. Seattle, WA 98134

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Gillis E. Reavis Stephen J. Tan BROWN REAVIS & MANNING PLLC 1191 Second Ave., Suite 2200 Seattle, WA 98101

an answer to the complaint which is herewith served upon you, within 20 (Twenty) summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

MAY 28 2002

CLERK

DATE

MAPLE LEAF PROPERTY MANAGEMENT

Third Floor • 100 Park Royal • West Vancouver, B.C. • Canada • V7T 1A2 • (604) 926-9500 • F ix (604) 925-2739

DATE:

March 27, 1998

604-8167780

TO:

**Dick Dolmseth** 

COMPANY:

**Manson Construction** 

FAX NUMBER:

(206) 763-1232

**NUMBER OF PAGES:** 

(Including cover sheet)

FROM:

Patrice Tanner

THE ORIGINAL OF THIS FAX WILL BE:

[x] Placed in our file

[ ] Sent to you by courier

[ ] Mailed to you

Re:

Verification of Insurance

Pacific Terminals Ltd. and

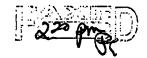
Manson Construction & Engineering Co. Part of Norsk Pacific Steamship Company

## Maple Leaf Property Management

Third Floor, 100 Park Royal - West Vancouver, B.C., Canada V7T 1A2 - (604) 926-9500 - Fax (604) 925-27.19

March 27, 1998

Via Fax #984-1613



Mr. Bruce Tennant
SEASPAN INTERNATIONAL LTD.
10 Pemberton Avenue
North Vancouver, B.C.
V7P 2R1

Dear Sir:

Re:

Verification of Insurance

Pacific Terminals Ltd./Manson Construction & Engineering Co.

Part of Norsk Pacific Steamship Company

620-660 South Othello Street/601 South Myrtle Street

Seattle, Washington

Notwithstanding our conversation earlier today, pursuant to Section 9 of the Lease (excerpt enclosed), we require certificates of insurance confirming the Tenant has the types and amounts of insurance indicated in this section prior to expiries. Your earliest attention to remitting same is appreciated.

Yours truly,

MAPLE LEAF PROPERTY MANAGEMENT

Patrice Tanner

Property Administrator

JJL:pkt Encl.

CC:

John Stenstrom (Fax #206-283-5221)

Pacific Terminals Ltd.

Dick Dolmseth (Fax #206 763-1232 Manson Construction & Engineering Co.

Mario Schuman (Fax #206-283-4723) Norsk Pacific Steamship Company

Landlord shall be obligated to pay a maximum of two percent (2%) of the rent paid by Tenant pursuant to this Lease to repair the roof, exterior walls and foundation of the Premises. Landlord shall accrue two percent (2%) of the rent raid by Tenant pursuant to this Lease on the books of Landlord. If repair of the roof, exterior walls or foundation of the Premises is required, Tenant shall notify Landlord of the need for such repair and the estimated cost of such repair. Tenart shall cause such repairs to be completed at Tenant's sole cost and expense and shall provide Landlord with reasonable proof of payment. Within ten (10) business days of receipt of Lardlord of such evidence of payment, Landlord shall reimburse Tenart the cost of such repairs up to the aggregate amount of two parcent (2%) of the rent previously paid by Tenant to Landlord as accrued by Landlord on its books as provided above. If the amount accrued by Landlord is insufficient to fully reimburse Penant, Tenant shall deduct two percent (2%) of each subsequent rent payment until Tenant has received full reimbursement for the cost of such Thereafter, Landlord shall again begin to accrue two repairs. (2%) of the rent paid by Tenant for future repairs. The percent parties intend that any unused accrual by Landlord shall be the property of Landlord.

## 9. <u>Indemnification and Insurance</u>.

- Landlord shall not be liable to Tenant or to any person, 9.1 firm or corporation whatsoever for any injury to o: death of any person, or for any loss of or damage to property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for the negligence or will ful misconduct Except for any matter described in this Paragraph of Landlord. which results from the negligence or willful misconduct of Landlord, Tenant agrees to defend, indemnify and save Landlord harmless from any loss, damage, liability or expense (including litigation) arising out of or resulting from any expense of alleged injury to or death of any person, or from any actual or alleged loss of or damage to propert; caused by or or actual occurrence on or about the Premises, resulting from any including, but not limited to, damage or loss caused by or from any act or omission, whether negligent or resulting Tenant, or any officer, agent, employee, οf otherwise, contractor, guest, invitee, customer or visitor of Tenant.
- 9.2 Tenant shall keep the Premises and any Tenant Improvements insured at its expense under policies of all-risk insurance during the term of this Lease to the full insurable value, and shall furnish certificates evidencing such insurance coverage and renewals thereof to Landlord and to any mortgagee of the Premises or other parties financing Landlord's ownership, with loss payable to Landlord, Tenant and such mortgagee,

financial institution or other party, as their respective interests may appear. Landlord will notify Tenant on or before the 'Commencement Date, and from time to time thereafter at intervals no more frequent than annually, of the amount of insurance coverage required hereunder, and Tenant may rely on said amount as being the full insurable value for the purposes of this Lease. Such insurance policies shall provide that such policies may not be cancelled without thirty (30) days prior written notice to Landlord and all other insureds. The policies of insurance maintained by Tenant pursuant to this Paragraph shall contain a mutual waiver of subrogation clause between Tenant, Landlord, any mortgagee of the Premises and any other party financing Landlord's ownership.

- 9.3 Tenant shall maintain public liability insurance for the benefit of Tenant, Landlord, any mortgagee of the Premises or other parties financing Landlord's ownership in the minimum amount of Two Million Dollars (\$2,000,000) in all-risk form. If substantially cheaper public liability insurance is available to Tenant in the future, the amount of public liability coverage shall be increased to such amount as is agreed to by Landlord and Tenant.
- g.4 Tenant shall maintain rental loss/busines Interruption insurance for the benefit of Tenant, Landlord, and mortgages of the Premises and any other party financing Landlo:d's ownership of the Premises in the minimum amount of the rent payable during the Lease Year in which the insurance is maintained.
- 9.5 Each policy of insurance maintained by Tenant pursuant to this Paragraph 9 shall be in form and substance reasonably acceptable to Landlord; shall be issued by insurance companies reasonably acceptable to Landlord; and shall contain such endorsements and provisions as Landlord, any mortgagee of Landlord and any other party financing Landlord's ownership of the Premises may reasonably require consistent with standard business practice.
- 10. Landlord's and Tenant's Access.

Tenant will allow Landlord or Landlord's agents access to the Premises at all reasonable times for any reasonable purpose.

## 11. Tenant's Signs.

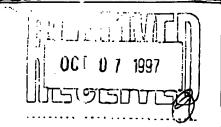
Tenant shall have the right to install and maintain signs and displays on the Premises, with the consent of Landlord.

## Verification of Insurance

To:

Othello St. Warehouse Corp. c/o Maple Leaf Prop. Management Inc.

Attn: Patrice Tanner, Admin. 3rd Floor, 100 Park Royal West Vancouver, B.C. V7T 1A2



We, the undersigned insurance Brokers, hereby certify that the following described insurance is in firce at this date, of which 100% is insured with domestic underwriter.

Name of Assured:

Pacific Terminals Ltd/Part of Norsk Pacific Steamship Company

Address of Assured:

P.O. Box 81126

Seattle, WA

Type of insurance:

Primary and Excess Liability

Policy Number:

388-FA-8423 - St. Paul Fire & Marine Insurance Company

R0142 - American Home Assurance Company

Policy Period:

9/30/97-9/30/98

3/30/97 - 3/30/98

Limits of Liability:

\$.2.000,000 Primary Liability

\$10,000,000 Excess Liability

**Special Conditions:** 

The above named verification holder is named as Additional Insurer as respects the

premises located at:

1) 620-660 South Othello St., Seattle, WA.

2) 601 South Wyrtle Street, Seattle, WA; Manson Construction and I ingineering Co. is also included as Additional Insured with respect to the same property.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an Additional Assured, unless specifically stated hereon nor does it modify in any manner the contract of insurance between the Assured and the Underwriters. Any amendment change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be canceled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give 30 days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the underwriters.

J&H/Marsh & / IcLennan //One Canforn a/Street //San Francisco, CA 94114

Dated in San Francisco, CA September 30, 1997

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THE POLICY BE IE	MMINATED, THE COM	PANY WILL GIVE THR	ADDITIONAL INTERFET	DENITIES	<b>`</b> • •	10W 30	114 YC *
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INTEREST, IN ACC	ORDANCE WITH THE	POLICY PROVISIONS C	OR AS REQUIRED BY LAW	<i>1</i> .			
ADDITIONAL INTEREST						78.7	
	Cama - 1-	<u> </u>	of interest			······································	
Othello St.Warehouse ( Maple Leaf Prop.Manage		M°	RTGAGEE	40	ו ודום	nal insured	
Attn.: Patrice Tanner		<del></del>					
3rd Floor, 100 Park Ro		X LOS	SB PAYEE	[	THEF		
Hest Vancouver, B.C.	V7T 1-A 2	BIGNATIA	RE OF AUTHORIZED AGENT PROMI	PANY =			
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(TORD 27 (2/88)	7.					Cond Conne	Pation 1988.
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ACORD EVIDENC	ie broker i a wer	n/ IUE		5/30/97
THIS IS EVIDENCE THAT INSURAN _ AS	IDENTIFIED BELOW HAS BEEN ISS	SUEL, IS IN FORC	E AND CONVE	YS ALL
THE RIGHTS AND PRIVILEGES AFFORDED	D UNDER THE POLICY.			<del></del>
JOHNSON & HIGGINS	FEDERAL INS CO			
ONE CALIFORNIA STREET	TWO EMBARCADERO	O SULLE #1500		
SAN FRANCISCO, CA 94111		SAN FRANCISCO. CA 94111		
Shir fightersoo, an Street				
CQDE SUB-CODE				
INSURED	LOAN NUMBER	POU	Y NUMBER	
NORSK PACIFIC STEAMSHIP CO.	aboli (Miliato)		54731	
ATT MR. MARIO SCHUMAN	EFFECTIVE DATE (MM/D)	DAY) EXPIRATION D	TE (MM/DD/YY)	CONT. UNTIL
101 ELLIOT AVE. WEST, SUITE 430	6/01/97	6/01	/98	TERMINATED IF CHECKED
SEATTLE. WA 98119	THIS REPLACES PRIOR E	VIDENCE DATED:		
PROPERTY: INFORMATION LOCATION / DESCRIPTION				
Loss Pavee as respects Building & Rents covera	ages as respects premises at			
620-660 South Othello St. Seattle, WA. Rents	including Extra Expense is			
included for a limit of \$527,000 for this loca	ition only.			
Coverage information			**************************************	1
	PERILS / FORMS	AM	OUNT OF INSURANCE	DEDUCTIBLE
Blanket Limit covering Real and Personal Prope			<b>\$</b> 5,723,458	\$10,000
excluding Earthquake and Flood, Replacement Co	)SC.			
No Coinsurance, subject to policy terms. conditions and exclusions.				
CURUILIONS AND EXCIUSIONS.				
REMARKS:(Including special Conditions)::(INTES MA	VIVANE BEEN BENNEET EN BAIDE AIM	SAND MAY HAVE	ENLICHBLES OR	RETENTIONS
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THE POLICY IS SUBJECT TO THE PREMIUM THE POLICY BE TERMINATED, THE COMPA	NY WILL GIVE THE ADDITIONAL INT	EREST DENTIFIEL	BELOW 30	DAYS +
WRITTEN NOTICE, AND WILL SEND NOTIFIC	CATION OF ANY CHANGES TO THE I	POLICY THAT WO	ULD AFFECT T	HAT
INTEREST, IN ACCORDANCE WITH THE POI	LICY PROVISIONS OR AS REQUIRED	BY LAW.		
ADDITIONAL/INTEREST				
NAME AND ADDRESS	MATURE OF INTEREST	AE:	DITIONAL INGURED	
Othello St.Warehouse Corp. c/o Maple Leaf Prop.Management Inc		L	·····	
Attn.: Patrice Tanner. Admin.	X LOSS PAYEE	(0)	HER)	
3rd Floor, 100 Park Royal	··-			
West Vancouver. B.C. WA V7T, I-A 2	SIGNATURE OF AUTHORIZED AGEN	STOR COMPANY DA	4	
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ACQRD (27 (2/88)			e acord corr	
(* 10 DAYS NON-PAYMENT) HOLD	DER COPY	CER) .	IFICATE NO. 00	4001-00008





900 Howe Street 8th Floor, P.O. Box 3228 Vancouver, B.C. V6B 3X8 Tel.: (604) 688-4442 Fax: (604) 682-4026

Aon Reed Stenhouse Inc.
Insurance Brokers
Risk Consultants

Department Code: 01

## Facsimile Transmittal

Number of pages:

2

(including cover sheet)

Date:

June 19, 1998

To:

Dick Dolmseth

Company:

Direct Line:

Manson Const. & Eng. Co., Seattle

Fax No:

(206) 763-1232

From:

Amy Kujanpaa

(604) 443-2401

RE:

Certificate of Insurance

This transmission is intended only for the use of the individual or entity to which it is addressed, and may contain important information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original to us at the above address.

Attached please find "Amended" Certificate.

Regards,

## CERTIFICATE OF INSURANCE

**AMENDED** 

Aon Reed Stenhouse Inc. 900 Howe Street P.O. Box 3228

Vancouver, British Columbia V6B 3X8 Tel: 604-688-4442 Fax: 604-682-4026

To: Manson Construction & Engineering Co.

5209 East Marginal Way South

PO Box 24087 Seattle, WA 98124 Attn: Mr. Dick Dolmseth

Dated: June 19, 1998

This is to Certify that insurance as described hereunder has been arranged on behalf of the Insured named herein and that such Insurance, at the date hereof, is in full force and effect.

insured:

Norsk Pacific Steamship Company Limited and

Pacific Terminals Limited (effective March 30, 1998),

et al

Payee:

Assured or Order

Effective: October 31, 1997

Expires:

October 31, 1998

**Policy Number** 

Company'

Sum Insured

1173340

**AXA Pacific Insurance Company** 

\$ See Below

Interest Insured:

Commercial General Liability & Non-Owned Automobile Liability

Re: 620 - 660 S. Othello Street, Seattle, Washington

Additional Insured: SIMCO Properties, LLC and The Shalmar Group, LLC, but only with respect to liability arising out of the operations of Pacific Terminals Limited.

Sum Insured or Limits of Liability: \$ 2,000,000. Inclusive Limit Each Occurrence for Bodily Injury and

Property Damage.

Conditions: As agreed with and as per the terms of Policy Number 1173340 with the AXA Pacific Insurance

Company.

THIS POLICY CONTAINS A CLAUSE WHETH ALRY LILET THE AMOUNT PAYABLE

The insurance described above is subject to the limitations, exclusions and conditions contained in the policies.

**AON REED STENHOUSE INC.** 

c.c. to: AXA Pacific Insurance Company

c.c. to: Norsk Pacific Steamship Company Limited

W:\CASUALTY\CERTS\SEASPAN\MAPLE,DOC